VOLUME IV
EXHIBITS

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, [redacted] 1964

No. [redacted] 48

UNITED MINE WORKERS OF AMERICA,
PETITIONER,

vs.

JAMES M. PENNINGTON, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

PETITION FOR CERTIORARI FILED MARCH 17, 1964
CERTIORARI GRANTED MAY 18, 1964

Joint Appendix

IN THE

United States Court of Appeals

FOR THE SIXTH CIRCUIT

No. 14,809

JAMES M. PENNINGTON, RAYMOND E. PHILLIPS and LILLIAN GOAD PHILLIPS, Admrx. of the Estate of Burse Phillips, deceased,
Cross-Plaintiffs-Appellees,

v.

UNITED MINE WORKERS OF AMERICA,
Cross-Defendant-Appellant.

No. 14,810

JOHN L. LEWIS, HENRY G. SCHMIDT and JOSEPHINE ROCHE, as Trustees of the UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND,
Plaintiffs-Appellees,

v.

JAMES M. PENNINGTON, RAYMOND E. PHILLIPS and LILLIAN GOAD PHILLIPS, Admrx. of the Estate of Burse Phillips, deceased,
Defendants-Appellants.

Appeals from Judgments and Orders of the United States District Court for the Eastern District of Tennessee, Northern Division

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JARRETT PRINTING COMPANY, CHARLESTON, W. VA.

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EXHIBITS

RESUME OF PHILLIPS BROS. COAL CO. INCOME TAX RETURNS FOR THE YEARS 1953-1958

(Exhibits 13 through 21)

	1953	1954	1955	Amended 1955	1956	Amended 1956	1957	Amended 1957	1958
GROSS INCOME									
Gross Receipts	38,581.62	82,502.83	104,423.94		107,179.95		86,322.96		119,387.47
DEDUCTIONS									
Merchandise Purchased for Manufacture or Sale		230.06	2,069.30				76.93		86.37
Cost of Labor, Supplies	11,675.27	24,628.43	27,744.04		17,366.88		20,319.85		27,161.08
Material and Supplies							2,003.20		1,906.93
Salaries and Wages	8,909.78	16,377.54	20,973.64		15,185.60		17,288.21		29,551.76
Rent (and Royalty Payments)	5,704.34	8,121.62	10,136.16		6,376.43		6,723.19		10,298.38
Interest on Indebtedness	1,893.95	1,938.71	1,902.19		2,448.03		116.14		647.50
Taxes	167.41	388.67	403.13		829.07		2,304.28		1,496.95
Depreciation	7,230.06	14,752.89	14,592.54		22,506.62		20,157.14		26,758.37
Depletion			7,342.01		8,861.80				
Repairs	1,632.54	1,712.07	1,282.58		9,142.31		4,844.10		5,467.54
Other Authorized Deductions	3,806.31	4,798.75	10,464.06		12,088.96		18,202.77		28,293.87
Total Deductions	41,019.66	72,948.74	96,903.65		94,805.70		93,035.81*		131,688.75
Addition to Income Shown in Prior Return (by Amendment)				28,278.55		4,951.54		9,507.12	
Excluded from Income Shown in Prior Return (by Amendment)								15,269.47	
Ordinary Net Income or Loss to Three Partners	(2,438.04)	9,554.09	7,520.33*	35,798.88	12,374.25	17,325.79	(16,712.85)*	(20,385.20)	(12,311.28)

*All figures are as shown on the returns and arithmetical errors in certain computations are as the returns were filed.

Exhibit Nos. 13-21

Exhibit No. 22

Profit or Loss	Rail Tons	Amt. Rec. Rail Tons	Average Price Rail Coal	
$28,542.19	23,985.15	$79,954.87	$3.37 1/2	**1955**
$17,325.79	14,128.70	$55,376.08	$3.92	**1956**
($17,741.97) Loss	19,717.67	$63,167.54	$3.20 1/3	**1957**
($12,311.28) Loss	25,603.03	$80,223.39	$3.13 1/3	**1958**

Exhibit No. 23

CHECK LETTER OF ADVICE TO

UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 Fifteenth Street, N. W.
WASHINGTON 5, D. C.

DATE 11-12-53

NAME OF REPORTING COMPANY Phillips Bros Coal Co

MAILING ADDRESS OF PRODUCER _____ (Street) Prenter (City) Iowa (State)

SIR: PLEASE FIND ENCLOSED CHECK NUMBER 517 DATED 11-12-53 IN THE AMOUNT OF $321.17 FOR DEPOSIT TO THE UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950, REPRESENTING PAYMENT TO THE FUND FOR COAL PRODUCED AS FOLLOWS. PLEASE LIST EACH MINE SEPARATELY

PERIOD COVERED FROM	TO	NAME OF MINE	COUNTY	STATE	POST OFFICE	TONS PRODUCED TOTAL	AMOUNT
10/1/53	10/31	Phillips Bros	Campbell	Iowa	Prenter	804.25	321.17
							$ 321.17

IMPORTANT

TO BE FILLED IN BY OPERATOR WHEN MAKING REMITTANCE

If you opened, purchased or reactivated a new mine indicate:

Mine Name _____

Date mine started or reopened _____

Name and address of former operator _____

Former mine name _____

Date of last operation _____

TO: UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 FIFTEENTH STREET N. W.
WASHINGTON 5, D. C.

AMOUNT PREVIOUSLY PAID (Not including this remittance)	$
AMOUNT THIS PAYMENT	$ 321.17
TOTAL	$ 321.17

The number of tons of coal purchased for use and for sale, as shown above, represents, to my best knowledge and belief, the total amount of coal produced by me and for sale by this company for the period specified.

R. E. Phillips
AUTHORIZED SIGNATURE

Partner
TITLE

Exhibit No. 24

CHECK LETTER OF ADVICE TO
UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 Fifteenth Street, N. W.
WASHINGTON 5, D. C.

DATE 1-5-54

NAME OF REPORTING COMPANY Phillips Bros Coal Co

MAILING ADDRESS OF PRODUCER Pioneer Tenn
(Street) (City) (State)

SIR:
PLEASE FIND ENCLOSED CHECK NUMBER 640 DATED 1-5-54 IN THE AMOUNT OF $ 193.02 FOR DEPOSIT TO THE UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950, REPRESENTING PAYMENT TO THE FUND FOR COAL PRODUCED AS FOLLOWS. PLEASE LIST EACH MINE SEPARATELY.

PERIOD COVERED FROM	TO	NAME OF MINE	COUNTY	STATE	POST OFFICE	TONS PRODUCED TOTAL	AMOUNT
Nov 1	Nov 30	Phillips Bros	Campbell	Tenn	Pioneer	482.55	193.02

IMPORTANT

TO BE FILLED IN BY OPERATOR WHEN MAKING REMITTANCE

If mine opened, purchased or reactivated, see rules bulletin.

Mine Name _____

Date mine started or reopened _____

Name and address of former operator _____

_____

_____

Former mine name _____

Date of last operation _____

AMOUNT PREVIOUSLY PAID (Not including this remittance)	$
AMOUNT THIS PAYMENT	$ 193.02
TOTAL	$ 193.02

514.19

The number of tons of coal produced for use and for sale or to be sold, shown herein, to my best knowledge and belief, the total amount of coal produced for operator for sale by the operator for the period specified.

R E Phillips
AUTHORIZED SIGNATURE

Partner
TITLE

TO: UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 FIFTEENTH STREET, N. W.
WASHINGTON 5, D. C.

Exhibit No. 25

CHECK LETTER OF ADVICE TO
UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 Fifteenth Street, N. W.
WASHINGTON 5, D. C.

DATE July 29 1955

NAME OF REPORTING COMPANY Phillips Brothers Coal Co.

MAILING ADDRESS OF PRODUCER _____ (Street) Rubbing (City) Tenn. (State)

SIR:

PLEASE FIND ENCLOSED CHECK NUMBER 1741 DATED July 29 1955 IN THE AMOUNT OF $ 312.16 FOR DEPOSIT TO THE UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950, REPRESENTING PAYMENT TO THE FUND FOR COAL PRODUCED AS FOLLOWS. PLEASE LIST EACH MINE SEPARATELY.

PERIOD COVERED FROM	TO	NAME OF MINE	COUNTY	STATE	POST OFFICE	TONS PRODUCED TOTAL	AMOUNT
Dec. 1-31	1953	Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Jan. 1-31	1954	Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Feb. 1-28	1954	Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Mar 1-31	1954	Phillips Bros.	Campbell	Tenn.	Pioneer	No Production	
April 1-30	1954	Phillips Bros.	Campbell	Tenn.	Pioneer	No Production	
May 1-31	1954	Phillips Bros.	Campbell	Tenn.	Pioneer	No Production	
June 1-30	1954	Phillips Bros.	Campbell	Tenn.	Pioneer	No Production	
July 1-31	1954	Phillips Bros.	Campbell	Tenn	Pioneer	389.40	$195.96
Aug. 1-31	1954	Phillips Bros.	Campbell	Tenn	Pioneer	391.00	$196.20
Sept. 1-30	1954	Phillips Bros.	Campbell	Tenn.	Pioneer	No Production	

780 40 312.16

IMPORTANT

TO BE FILLED IN BY OPERATOR WHEN MAKING RENTYAMT

If you opened, purchased or reactivated a mine, give:

Mine Name _____

Date mine started or reopened _____

Name and address of former operator:

_____

_____

Former mine name _____

Date of last operation _____

NOTED:
LEDGER
CARD
DELIVERY LIST
TYPE

AMOUNT PREVIOUSLY PAID
(Not including this payment) $ _____
THIS PAYMENT $ 312.16
TOTAL $ 312.16
826.35

The number of tons of coal produced for use and for sale, as shown above, represents, to my best knowledge and belief, the total amount of coal produced for use and for sale by the operator for the period specified.

R. E. Phillips
Partner

TO: UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 FIFTEENTH STREET, N. W.
WASHINGTON 5, D. C.

Exhibit No. 26

CHECK LETTER OF ADVICE TO
UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 Fifteenth Street, N. W.
WASHINGTON 5, D. C.

DATE 12-17- [redacted] 1955

NAME OF REPORTING COMPANY Phillips Bros. Coal Co.

MAILING ADDRESS OF PRODUCER Robbins (Street) (City) Tenn. (State)

SIR

PLEASE FIND ENCLOSED CHECK NUMBER 2045 DATED 12-17-55 IN THE AMOUNT OF $ 769.63 FOR DEPOSIT TO THE UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950, REPRESENTING PAYMENT TO THE FUND FOR COAL PRODUCED AS FOLLOWS: PLEASE LIST EACH MINE SEPARATELY.

PAY ON COPIES FROM	TO	NAME OF MINE	COUNTY	STATE	POST OFFICE	TONS PRODUCED TOTAL	AMOUNT
Oct.1 1954	31-54	Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Nov.1-30-1954		Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Dec.1-31-1954		Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Jan.1-31-1955		Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Feb.1-28-1955		Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
Mar.1-31-1955		Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
April 1-30-1955		Phillips Bros.	Campbell	Tenn	Pioneer	No Production	
May 1-31-1955		Phillips Bros.	Campbell	Tenn.	Pioneer	936.67	$374.67
June 1-30-1955		Phillips Bros.	Campbell	Tenn.	Pioneer	987.40	$394.96
							$769.63

NOVED
RH 1955

IMPORTANT

TO BE FILLED IN BY OPERATOR, AND WHEN MAKING REMITTANCE

If you opened, purchased or contracted a new mine indicate:

Mine Name

Date mine started or reopened

Name and address of former operator

Former mine name

Date of last operation

TO: UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 FIFTEENTH STREET, N. W.
WASHINGTON 5, D. C.

AMOUNTS PREVIOUSLY PAID (Mail [illegible] with remittance)	$
AMOUNT THIS PAYMENT	$769.63
TOTAL	$ 769.63

1595.98

The number of tons of coal produced for use and for sale, as shown above, represents, to my best knowledge and belief, the total amount of coal produced for use and for sale by this operator for the period specified.

R. E. Phillips
AUTHORIZED SIGNATURE

Operator
TITLE

Exhibit No. 27

CHECK LETTER OF ADVICE TO
UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 Fifteenth Street, N. W.
WASHINGTON 5, D. C.

DATE August 4 1956

NAME OF REPORTING COMPANY Phillips Brothers Coal Co.

MAILING ADDRESS OF PRODUCER Robbins, Tenn.
(Street) (City) (State)

SIR: PLEASE FIND ENCLOSED CHECK NUMBER 2417 DATED August 4 1956 IN THE AMOUNT OF $ 631.72 FOR DEPOSIT TO THE UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND OF 1950, REPRESENTING PAYMENT TO THE FUND FOR COAL PRODUCED AS FOLLOWS. PLEASE LIST EACH MINE SEPARATELY

PERIOD COVERED FROM	TO	NAME OF MINE	COUNTY	STATE	MINE OFFICE	TONS PRODUCED TOTAL	AMOUNT
7-1-55	7-31-55	Pioneer	Campbell	Tenn	Pioneer	322.47	128.98
8-1-55	8-31-55					321.73	128.69
9-1-55	9-30-55					326.96	130.78
10-1-55	10-31-55					332.37	132.94
11-1-55	11-30-55					275.83	110.33
12-1-55	12-31-55	No Production					
							631.72

NOTED
DISTRICT UNIT
OK

IMPORTANT
TO BE FILLED IN BY OPERATOR WHEN MAKING REMITTANCE

If you opened, purchased or reactivated a new mine indicate:
Mine Name
Date mine started or reopened
Name and address of former operator
Former mine name
Date of last operation

TO: UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND OF 1950
907 FIFTEENTH STREET, N. W.
WASHINGTON 5, D. C.

AMOUNT PREVIOUSLY PAID (Not including this remittance)	$
AMOUNT THIS PAYMENT	$ 631.72
TOTAL	$ 631.72

The number of tons of coal produced for use and for sale or barter owned, by me and handled and held, the total amount of coal produced for use and for sale by this company for the period specified.

R. E. Phillips
AUTHORIZED SIGNATURE

Partner
TITLE

Exhibit No. 34

Detach this page and keep for future reference in connection with your application.

INFORMATION WITH REGARD TO APPLYING FOR PENSION

Each applicant for pension must submit with his application, (1) Documentary proof of age and, (2) proof of service in the coal industry.

PROOF OF AGE.—Documents of recent issue or recorded on a recent date are not acceptable. Provided there is no material alteration or erasure, satisfactory evidence of age may be in the form of:

- Census Bureau Records (Taken Before 1950)
- World War I Draft Registration
- Original Marriage Certificate
- Military Records
- Insurance Records
- Passport
- Immigration Records
- Naturalization Certificate
- Registration Card Under Alien Registration Act of 1940

Census Bureau Records can be secured by writing to: Bureau of Census, Department of Commerce, Washington 25, D. C.

Army and Air Force records can be secured by writing to: Department of Army, 9700 Page Boulevard, St. Louis, Missouri.

World War I Draft Registration can be secured by writing to: General Services Administration, Region No. 4, Federal Records Center, 221 St. Joseph Street, East Point, Georgia.

Selective Service Records (Draft Registration Cards) for World War II can be secured by writing to State Headquarters, Selective Service System in the State Capital of the State in which you registered.

The Immigration Records, Naturalization Certificate, and the Registration Card under Alien Registration Act of 1940 may be obtained by writing to: Immigration and Naturalization Service, Central Office Building X, 19th and East Capitol Streets, Washington 25, D. C.

NOTE: Birth records will not be accepted unless the date that the information was recorded in the records of the issuing agency is shown. If document does not list a space for this information, applicant should request the issuing agency to note the date the information was originally recorded.

PROOF OF SERVICE.—Instructions regarding proof of applicant's service in the coal industry which must be submitted to the Fund with this application are outlined on the reverse side of the enclosed Forms 14-P.

The trust fund has full and final responsibility for determining whether or not any information or statement submitted by an applicant can be accepted as satisfactory proof. The Fund makes this determination after thorough review and consideration not only of the data submitted by the applicant but also of all other information obtained by the Fund directly, or submitted from other sources.

Exhibit No. 34—(Continued)

UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND
900 FIFTEENTH STREET, N. W. WASHINGTON 5, D. C.

Application for Pension

By filing this application, no rights accrue to the applicant until the benefit is authorized for payment. The burden of proving eligibility for this benefit is on the applicant.

ALL QUESTIONS MUST BE ANSWERED—FAILURE TO DO SO WILL DELAY PROCESSING

1. District No. ..... Local Union No ..... Date .....

2. Name (Print) ..... *First* ..... *Middle* ..... *Last*

3. Social Security Number [| | | | | | | | |]

4. Address ..... *Street and Number* ..... *City* ..... *State*

5. Date of Birth ..... *Month* ..... *Day* ..... *Year* Place of Birth .....

*Proof of age must be attached to this application. See attached information sheet for type of proof required.

6. Name of Father ..... *First* ..... *Last* Place of Birth .....

7. Name of Mother ..... *First* ..... *(Maiden) Last* Place of Birth .....

8. Name of Wife, if living ..... *First* ..... *Middle* ..... *Last* Age .....

9. Number of Children under 18 years of age .....

10. Have you ceased working in the coal industry? ..... *(Yes) (No)* If "yes", what date ..... *Month, Day, Year* and reason for retirement ..... I have worked in the mines ..... years.

11. Were you ever connected with the management or operation of any of the coal companies where you have been employed or did you ever have any financial interest in any company?

Yes ..... No .....

12. If "yes", indicate below the name of the company or companies and the period involved.

NAME OF COMPANY	FROM *(month, year)*	TO *(month, year)*

Form 2-P (Rev. 11-30-57)

WHEN FILLED OUT PLEASE SEND YELLOW AND WHITE COPIES TO U.M.W.A. DISTRICT OFFICE

Exhibit No. 34—(Continued)

13.

EMPLOYMENT RECORD

List separately year-by-year in the space provided below all employment in the coal industry for the past thirty years. Start with your first employment in the coal industry in this period and list all employers up to and including the last. Your employment for each year must be listed on a separate line. If you had more than one employer during any year list the period of employment with each on a separate line. Include any period of service in the Armed Forces.

Applicants who wish credit for service in the Armed Forces should attach copy of discharge.

Applicants who were off work due to compensable mine injury or occupational disease should attach copy of workmen's compensation award.

Year	From	To	Name of Coal Company	Location of Coal Company		Mine No.	Local Union No.	Type Work
	Mo.	Mo.		Town	State			

Exhibit No. 34—(Continued)

CERTIFICATION BY APPLICANT

Any person, who knowingly and willfully falsifies any records or makes any false representations or statements or withholds any information in order to secure for himself or for any other person a Fund benefit, shall be barred from receiving any benefits from the Fund; and in any case where payment has been made as a result of such false statements or omission of such information, the recipient of benefits will be required to reimburse the Fund in the amount received from the Fund.

(If signature is made by mark (X) two witnesses who know the applicant must sign.)

_____
(Witness)

_____
(Witness)

I certify that the statements made by me in this application are true and correct and that I have listed all of my employment in the coal industry during the past 30 years.

Applicant sign here _____
DO NOT print or stamp

CERTIFICATE OF LOCAL UNION

This is to certify that the above applicant is currently a member of Local Union No. _____ and has been a member of this Local Union since _____
Month Day Year

LOCAL UNION SEAL

_____ Signature of L. U. Officer _____ Date

_____ Signature of L. U. Officer _____ Date

CERTIFICATE OF DISTRICT

This is to certify that applicant is a member of District No. _____, United Mine Workers of America

_____ Date _____ Authorized District Signature

AUTHORIZATION TO SECURE SOCIAL SECURITY ADMINISTRATION RECORDS.

Your Social Security Account Number _____

Print Your Name _____
(First) (Middle) (Last)

State Date of Your Birth _____
(Month) (Day) (Year)

I hereby authorize the Social Security Administration to make available to the United Mine Workers of America Welfare and Retirement Fund any information contained in my Social Security Account File.

Applicant Sign Here _____
(Sign your name in ink—DO NOT PRINT OR STAMP)

(DO NOT WRITE IN THIS SPACE)

Social Security Administration:
Please furnish a copy of the wage record and the month and year of birth of the above named individual.

_____ United Mine Workers of America Welfare and Retirement Fund

United Mine Workers of America Welfare and Retirement Fund
907 Fifteenth Street, N. W., Washington 5, D. C.

Age for the above stated in accordance with Social Security Records _____ of birth
(Month) (Year)

A copy of the wage record is attached.

_____
(Social Security Administration)

NOTE: Exhibit 34 contains four forms marked "Application for Pension", which are substantially identical. The first, which is printed herein, is a yellow form; the second, not herein printed, colored white, recites, "This Copy is For District Office"; the third, not herein printed, colored blue, recites "This copy is For the Local Union"; and the fourth, not herein printed, colored pink, recites, "This Copy is To Be Retained by the Applicant".

Exhibit No. 34—(Continued)

CERTIFICATION OF EMPLOYMENT

To Be Filled Out Only by a Miner Who Worked at the Same Mine as Applicant During the Time Shown Below

Name of Applicant (Print) _____ Address _____

I certify that the above named applicant worked in the coal industry as listed below:

List Applicant's Employment for Each Year on a Separate Line

Year	From Mo.	To Mo.	Name of Coal Company	Location of Coal Company Town State	Mine Number or Name	Type Work

I certify that the foregoing statements regarding applicant's employment were made by me and are true and correct to the best of my knowledge and that I worked at the same mine as applicant during the periods listed.

I am aware that any person making a false statement in order to secure a Fund benefit for another person shall be barred from receiving any benefits from the Fund.

_____ (Witness)

_____ (Witness)

_____ Date _____
(Signature of person making this statement)

_____ (Address)

_____ Date of Birth

_____ Social Security Account Number

(If signature is made by mark (x) two witnesses who know the person must sign.)

If receiving a pension list file number _____

Form 14 P (Revised 11-20-57)

See Instructions On Reverse Side

Exhibit No. 34—(Continued)

INSTRUCTIONS GOVERNING PROOF OF EMPLOYMENT

The Trust Fund has full and final responsibility for determining whether or not any information or statement submitted by an applicant can be accepted as satisfactory proof. The Fund makes this determination after thorough review and consideration not only of the data submitted by the applicant, but also of all other information obtained by the Fund directly, or submitted from other sources.

Applicant is required to obtain, if possible, a statement from each company with which he claims employment during the 30-year period preceding his application. The statement should outline the dates of applicant's employment and the type of work performed. To be acceptable, it must be written on official company stationery and signed by a responsible representative of the company. If employer statements are not obtainable, applicant must submit a statement to that effect.

In the absence of acceptable company statements each separate period of employment must be certified to by at least 2 miners who worked at the same mine as applicant during the period or periods to which they certify. Forms 14-P are to be used for this purpose. Several Forms 14-P are enclosed with the application; additional forms may be obtained at applicant's Local Union or District office or by writing to the UMWA Welfare and Retirement Fund, 907 Fifteenth Street, N. W., Washington 5, D. C. In submitting Forms 14-P the applicant must keep clearly in mind:

(1) His sending in these statements to the Fund does not in itself establish the required proof of his employment.

(2) No statement can be accepted as satisfactory proof until the Fund has reviewed and considered its information in relation to all other information in Fund files, and has found the statement to meet all Fund requirements for satisfactory proof.

(3) For any statement to receive any preliminary review and consideration by the Fund the statement must list in full detail all the information required in the columns and spaces provided on the form.

NOTE: When an applicant has failed to establish proof satisfactory to the Fund, the Fund will notify applicant of this fact and suggest, whenever possible, other information which might be obtained by applicant for consideration by the Fund.

Exhibit No. 34—(Continued)

United Mine Workers of America 9 Welfare and Retirement Fund

MEMBER'S SOCIAL SECURITY NUMBER

NAME OF MEMBER (Print one letter in a space)

LAST NAME

FIRST NAME

MIDDLE NAME

MAILING ADDRESS

Original No. | Local Union No. | Birth Date Month Year

NAME OF WIFE (Print in clear letters) | Relationship to Member | Birth Date Month Year Sex

List Full Names of Dependent Unmarried Children Under 18

Member's Signature

Wife's Signature

Not Valid for a Widow or Her Children 60 Days After the Death of the Member

FORM 85-HS Revised 3-10-74

APPLICATION FOR FORM 85-HS

1. ARE YOU EMPLOYED IN THE COAL INDUSTRY? YES ☐ NO ☐

IF YES Name of Company Address

MINE NUMBER? CHECKOFF NUMBER

2. ARE YOU PRESENTLY EMPLOYED IN AN OCCUPATION OUTSIDE THE COAL INDUSTRY? YES ☐ NO ☐

IF YES Name of Company Address

3. LIST BELOW ALL WORK YOU HAVE DONE SINCE JANUARY 1948 INCLUDING PRIOR EMPLOYMENT IN THE COAL INDUSTRY AND ALL EMPLOYMENT OUTSIDE THE COAL INDUSTRY (INCLUDE FARMING OR ANY OTHER SELF-EMPLOYMENT)

From Month Year | To Month Year | Name of Employer | Address

(If more space is required attach a separate list)

4. IF YOU WERE FORCED TO LEAVE THE COAL INDUSTRY BECAUSE OF AN OCCUPATIONAL DISEASE OR INJURY FOR WHICH YOU RECEIVED COMPENSATION, PLEASE ATTACH A COPY OF YOUR WORKMENS COMPENSATION AWARD.

5. BE SURE TO COMPLETE AND SIGN THE ATTACHED AUTHORIZATION TO SECURE SOCIAL SECURITY ADMINISTRATION RECORDS.

Any person who knowingly and willfully falsifies any records or makes any false statements or withholds any information to secure for himself or for any other person a fund benefit shall be barred from receiving any benefits from the Fund, and in any case where payment has been made as a result of such false statements or omission of information the recipient of benefits will be required to reimburse the fund in the amount received from the Fund.

Date of Making This Application Signature of Applicant

This is an application only. No medical or hospital bills will be paid for the applicant unless the Fund's Form 85-HS is issued. The burden of proving eligibility is on the applicant.

The benefit if authorized is subject to withdrawal or non-renewal at any time by the Trustees of the Fund for any matter, cause or thing of which they shall be the sole judge and without judgment of review thereto.

WHITE COPY AND THE YELLOW COPY IS FOR THE WASHINGTON OFFICE

Exhibit No. 34—(Continued)

LOCAL UNION CERTIFICATION

This is to certify that we the undersigned officers of Local Union No. _____ located at _____ have examined the above application and have knowledge that the applicant has answered questions 1, 2 and 3 regarding employment correctly and is a member in good standing. He has been a member of this Local Union since _____ Day Month Year

President Local Union No. _____

Vice President _____

LOCAL UNION SEAL

Recording Secretary _____

Address _____

THE FOLLOWING TO BE COMPLETED BY DISTRICT OFFICIAL

Is the applicant's present employer a signatory to the National Bituminous Coal Wage Agreement of 1950 and to the National Bituminous Coal Wage Agreement as amended in 1952? Yes ☐ No ☐

This is to certify that the above miner is a member in good standing of the United Mine Workers of America

DATED THIS _____ DAY OF _____ 19__ _____ Authorized District Signature

---

18. **AUTHORIZATION TO SECURE SOCIAL SECURITY ADMINISTRATION RECORDS**

YOUR SOCIAL SECURITY ACCOUNT NUMBER _____

PRINT YOUR NAME _____ (First) (Middle) (Last)

STATE DATE OF YOUR BIRTH _____ (Month) (Day) (Year)

I hereby authorize the Social Security Administration to make available to the United Mine Workers of America Welfare and Retirement Fund any information contained in the Social Security Account File.

Applicant sign here _____ (Do not print or stamp)

(DO NOT WRITE IN THIS SPACE)

Social Security Administration

Please furnish a copy of the wage record and the month and year of birth of the above-named individual

United Mine Workers of America Welfare and Retirement Fund

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND
1001 FIFTEENTH STREET N. W., WASHINGTON 5, D. C.

Wage for the above stated in accordance with Social Security Records _____ (Month Year) of birth

Address of the wage record is attached

_____ Authorized Signature

NOTE: Exhibit 34 includes two forms marked "Application for Form 85-HS", one of which recites "This Copy and the Yellow Copy is For the Washington Office", while the second recites, "This Copy is for the Local Union Union". Because these forms are identical, only one is printed herein.

Exhibit No. 34—(Continued)

UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND

REQUEST FOR CHANGES ON FORM 85-HS

Form: Local Union _____ District _____ Date _____

MEMBER'S IDENTIFICATION:

Social Security Number _____

Name _____

Address _____ (IF PRESENT COMPLETE MAILING ADDRESS)

City _____ State _____

1. SEND ANOTHER COPY OF FORM 85-HS ___

Form Lost [ ] Other reason _____

INFORMATION ABOUT MINER:

2. Member died on _____ (DATE) 3. Left the Coal Industry on _____ (DATE)

4. Miner is no longer a member of UMWA _____

5. Member has married or remarried since filing Form 85-HS: Date _____

Add or change name of wife to:

(Print maiden name of wife) (BIRTH DATE) (WIFE'S SIGNATURE)

(MONTH) (YEAR)

6. Member transferred out of Local Union _____ District _____ on _____ (DATE)

7. Member transferred into Local Union _____ District _____ on _____ (DATE)

INFORMATION ABOUT WIDOW:

8. Remarried _____ Date _____ 9. Died _____ Date _____

INFORMATION ABOUT DEPENDENTS:

10. Addition of Dependents under 18 years of age:

NAME		SEX	BIRTH DATE		RELATION TO WIFE
FIRST	MIDDLE	M F	MONTH	YEAR	

11. The following are no longer dependent:

NAME	SEX	BIRTH DATE		REASON	DATE DEPENDENCY CEASED
	M F	MONTH	YEAR		

DEPENDENTS OVER 18 MAY BE ADDED ONLY BY COMPLETING FORM 121-HS, APPLICATION FOR HOSPITAL AND MEDICAL CARE FOR ADULT DEPENDENTS OF MINERS

Recording Section

District	Washington

SOCIAL SECURITY ___

SOCIAL SECURITY OFFICER

Form 85-HS (Revised 1-6-62) MAIL THIS FORM TO YOUR DISTRICT OFFICE

Exhibit No. 39

List of Suits Instituted in Various Courts by Trustees of the United Mine Workers of America Welfare and Retirement Fund Between January 1, 1954 and December 1, 1960

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, Harold H. Bacon, whose Post Office address is 4100 Dewmar Court, Kensington, Maryland, who made oath in due form of law that he is Assistant to the Counsel to the Trustees of the United Mine Workers of America Welfare and Retirement Fund and has held this position since prior to January 1, 1954.

Affiant further states that in the course of and fulfillment of the duties of his position he assists in the preparation for the trial and in the trial of the various suits instituted by the Trustees of the Welfare and Retirement Fund for the collection of past due and unpaid royalties from various bituminous coal operators who are parties to the National Bituminous Coal Wage Agreement of 1950 as amended and that in connection with his said work he keeps track of the various cases filed by said Trustees and the results thereof.

Affiant further states that to the best of his knowledge the foregoing list of cases is a full, true and correct list of the suits instituted by the Trustees of said Fund between January 1, 1954 and December 1, 1960 and that the date of filing of such cases and the disposition thereof as shown on said list hereto attached are true and correct.

Harold H. Bacon

Sworn to and subscribed before me
on this 8th day of December, 1960.
Dorothy C. Bradley
Notary Public
My Commission expires: July 6, 1963

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
Alabama			
N.D. Alabama	The Bowen Construction Co.	2/12/1954	Consent Judgment
N.D. Alabama	Anderson Boyd Coal Company	12/21/1954	Judgment
N.D. Alabama	Cleen Boyd Coal Company	12/21/1954	Judgment
N.D. Alabama	North Alabama Coal Company and Glenn Allen Coal Company	4/16/1956	Judgment
N.D. Alabama	W. M. Franklin Coal Company	2/18/1957	Judgment
N.D. Alabama	McCoy Coal Company	9/30/1957	Consent Judgment
N.D. Alabama	A. S. Bowen Contracting Co. Inc.	5/27/1958	Judgment
N.D. Alabama	McClinton Coal Company, Inc.	10/20/1958	Consent Judgment
N.D. Alabama	Brookwood Contracting Co.	11/ 7/1958	Consent Judgment
N.D. Alabama	Pate Coal Company	11/17/1958	Consent Judgment
N.D. Alabama	Musgrove Coal Company	1/ 9/1959	Consent Judgment
N.D. Alabama	Center Coal Company, Inc.	2/16/1959	Consent Judgment
N.D. Alabama	Peterson Construction Co. Inc.	3/19/1959	Judgment
N.D. Alabama	Abston Coal Company	5/ 7/1959	Judgment
N.D. Alabama	Texey and Hesmer Coal Co., Inc.	5/26/1959	Judgment
Middle D. Alabama	G. & R. Coal Company	6/ 8/1959	Pending
Arkansas			
W.D. Arkansas	E. H. Blackard Coal Company	4/ 1/1958	Judgment
W.D. Arkansas	Hixon Coal Company	3/22/1958	Judgment
W.D. Arkansas	Hixon Coal Company, Inc.	3/22/1958	Judgment
W.D. Arkansas	Jewel Mining Company, Inc.	4/18/1958	Judgment
W.D. Arkansas	Boyd Excelsior Fuel Co., Inc.	3/18/1958	Judgment
Indiana			

Indiana

District Court	Trustees v. Name of Company	Date Filed	Disposition
S.D. Indiana	Quality Mining Company	7/26/1954	Judgment
S.D. Indiana	Rose Hill Mining Co., Inc.	7/26/1954	Judgment
S.D. Indiana	Shaw Mining Company	7/26/1954	Judgment
S.D. Indiana	Three Coal Company	7/26/1954	Judgment
S.D. Indiana	Wangler Coal Company	7/26/1954	Consent Judgment
S.D. Indiana	Houston Coal Corporation	12/ 2/1955	Judgment
S.D. Indiana	Quality Coal Corporation	1/ 6/1958	Judgment
S.D. Indiana	Tri-K Mining Company	3/24/1958	Judgment

Kentucky

W.D. Kentucky	Wice Truck Mine	7/ 1/1954	Judgment
W.D. Kentucky	Wice Brothers Coal Company	7/ 1/1954	Judgment
E.D. Kentucky	Mountain States Coal Corp.	2/15/1955	Judgment
E.D. Kentucky	Buchanan Coal Company	10/ 5/1955	Consent Judgment
E.D. Kentucky	Darb Fork Coal Company, Inc.	12/28/1955	Consent Judgment
E.D. Kentucky	Glo Elkhorn Coal Company	4/23/1956	Judgment
E.D. Kentucky	Glo Elkhorn Mining Co., Inc.	4/23/1956	Dismissed
W.D. Kentucky	Black Diamond Coal Company, Inc.	7/31/1956	Default Judgment
E.D. Kentucky	Hale Coal Company, Inc.	7/31/1956	Consent Judgment
E.D. Kentucky	Sandlick Coal Company, Inc.	7/31/1956	Consent Judgment
E.D. Kentucky	Eblen Coal Company	8/ 2/1956	Consent Judgment
E.D. Kentucky	Blue Ridge Mining Co., Inc.	8/16/1956	Consent Judgment
E.D. Kentucky	Margo Coal Mining Company	7/ 9/1957	Judgment
E.D. Kentucky	Five A Coal Company	8/ 6/1957	Judgment
W.D. Kentucky	Ellis Coal Company	8/ 7/1957	Consent Judgment

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
W.D. Kentucky	Central Coal Company	10/ 1/1957	Consent Judgment
E.D. Kentucky	Harlan Central Coal Company	10/19/1957	Judgment
E.D. Kentucky	Cline & Chambers Coal Company	12/ 7/1957	Consent Judgment
E.D. Kentucky	Empire Coal Company	12/ 7/1957	Judgment
E.D. Kentucky	S. & K. Coal Company	12/ 7/1957	Consent Judgment
E.D. Kentucky	Best Yet Coal Company and the Quillen Coal Company	12/23/1957	Default Judgment
E.D. Kentucky	Cove Fork Coal Co., Inc.	1/31/1958	Consent Judgment
E.D. Kentucky	Fred T. Orr Coal Company	2/ 5/1958	Judgment
E.D. Kentucky	Lost Creek Mining Company	3/25/1958	Default Judgment
E.D. Kentucky	Nancy Ann Coal Company	4/ 3/1958	Judgment
E.D. Kentucky	Mill Ridge Coal Company, Inc.	5/14/1958	Judgment
E.D. Kentucky	Premium Coals, Inc.	5/14/1958	Judgment
E.D. Kentucky	Yocum Creek Coal Company	5/14/1958	Judgment
E.D. Kentucky	Harlan Everglow Coals, Inc.	5/15/1958	Judgment
E.D. Kentucky	Imperial Harlan Coals, Inc.	5/15/1958	Judgment
E.D. Kentucky	Clear Fork Mining Company, Inc.	6/12/1958	Dismissed
W.D. Kentucky	Young & Perkins Coal Co., Inc.	6/16/1958	Judgment
E.D. Kentucky	A. & P. Coal Company	6/25/1958	Judgment
E.D. Kentucky	Walters Coal Company	6/30/1958	Judgment
E.D. Kentucky	Hale Coal Company, Inc.	11/ 6/1958	Judgment
E.D. Kentucky	Day Coal Company	11/17/1958	Default Judgment
E.D. Kentucky	Lotts Creek Coal Company	11/24/1958	Judgment
E.D. Kentucky	Lowery Coal Company	11/25/1958	Dismissed
E.D. Kentucky	Crown Elkhorn Coal Company	12/19/1958	Dismissed
E.D. Kentucky	L. D. Smith Construction Company	12/22/1958	Judgment
E.D. Kentucky	Dixie Coal Corporation	12/30/1958	Dismissed

District Court | Trustees v. Name of Company | Date Filed | Disposition

District Court	Trustees v. Name of Company	Date Filed	Disposition
E.D. Kentucky	Fred Collett Coal Company	1/29/1959	Pending
E.D. Kentucky	Pigeon Roost Coal Company	2/20/1959	Default Judgment
E.D. Kentucky	Cox Coal Company, Inc.	2/27/1959	Judgment
W.D. Kentucky	Morehead & Wester Coal Company	3/ 6/1959	Judgment
E.D. Kentucky	Kentucky Clintwood Coal Co.	3/29/1959	Pending
W.D. Kentucky	Jessup Coal Company	5/ 9/1959	Judgment
E.D. Kentucky	Lynn Mining Company	4/ 5/1960	Pending
E.D. Kentucky	Sol Fork Coal Company	6/13/1960	Pending
E.D. Kentucky	Green Mountain Coal Company	6/20/1960	Pending
W.D. Kentucky	Needmore Coal Company	8/16/1960	Pending
E.D. Kentucky	Rainbow Coal Corporation	9/23/1960	Pending
Missouri			
W.D. Missouri	Windsor Coal Company, Inc.	1/20/1956	Dismissed
Montana			
Dist. of Montana	Bair-Collins Coal Company, Inc.	8/27/1954	Dismissed
Dist. of Montana	Surmi Mines, Inc.	3/19/1956	Default Judgment
New Mexico			
State of New Mexico	Albuquerque & Cerrillos Coal Co.	6/10/1954	Dismissed
Ohio			
S.D. Ohio	Angle Mining Company	8/ 7/1956	Pending
S.D. Ohio	Godaway Coal Company	10/ 3/1956	Judgment

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
S.D. Ohio	Moss Run Coal Company, Inc.	10/ 3/1956	Judgment
S.D. Ohio	Bellaire Coal Company, Inc.	10/22/1956	Default Judgment
N.D. Ohio	Dindo Coal Company, Inc.	10/23/1956	Dismissed
S.D. Ohio	Roman Coal Company	11/15/1957	Judgment
S.D. Ohio	Red Arrow Coal Company	1/29/1958	Consent Judgment
Oklahoma			
E.D. Oklahoma	McGinnis & Grafe, Inc.	9/21/1956	Judgment
Pennsylvania			
M.D. Pennsylvania	Clarence Coal Mining Co., Inc.	2/12/1954	Consent Judgment
W.D. Pennsylvania	Coal River Mining Company	2/12/1954	Dismissed
W.D. Pennsylvania	Glen Fisher Coal Company	2/12/1954	Judgment
M.D. Pennsylvania	Jordan Coal Company	2/12/1954	Judgment
W.D. Pennsylvania	Paul Kerlin Construction Co., Inc.	2/12/1954	Dismissed
W.D. Pennsylvania	Charles J. Margiotti	2/15/1954	Dismissed
W.D. Pennsylvania	Hess and Hess Coal Company	6/ 7/1954	Judgment
W.D. Pennsylvania	V. R. Paul Coal Company	6/ 7/1954	Judgment
W.D. Pennsylvania	Wanchisn Coal Company	6/ 7/1954	Judgment
M.D. Pennsylvania	Correale Mining Corporation	6/10/1954	Dismissed
W.D. Pennsylvania	Pina Coal Company	7/16/1954	Consent Judgment
W.D. Pennsylvania	Flick Coal Company	12/ 8/1954	Judgment
W.D. Pennsylvania	Hudson Coal Company	12/ 8/1954	Default Judgment
W.D. Pennsylvania	Williams Coal Mining Company	12/ 8/1954	Judgment
M.D. Pennsylvania	Necho Coal Company, Inc.	12/20/1954	Consent Judgment
W.D. Pennsylvania	Dubena Coal Company, Inc.	3/ 8/1955	Default Judgment

District Court	Trustees v. Name of Company	Date Filed	Disposition

District Court	Trustees v. Name of Company	Date Filed	Disposition
W.D. Pennsylvania	Natali Coal Company	3/11/1955	Consent Judgment
W.D. Pennsylvania	Leslie C. Thurstin Coal Co.	3/18/1955	Default Judgment
W.D. Pennsylvania	Hays Coal Company, Inc.	3/24/1955	Default Judgment
W.D. Pennsylvania	Heald Coal Company, Inc.	3/24/1955	Dismissed
W.D. Pennsylvania	Chickaree Hill Coal Company	4/ 9/1955	Judgment
W.D. Pennsylvania	Superior Smokeless Coal Co.	4/19/1955	Default Judgment
W.D. Pennsylvania	McClafferty Coal Company	6/20/1955	Default Judgment
W.D. Pennsylvania	Heshbon Coal Company, Inc.	3/12/1956	Dismissed
W.D. Pennsylvania	Sixtus Campdon	7/18/1956	Consent Judgment
W.D. Pennsylvania	Ewing and Rosenberger Coal Co.	7/23/1956	Judgment
W.D. Pennsylvania	Charles E. Campbell Coal Co.	7/23/1956	Judgment
W.D. Pennsylvania	Red Hot Coal Company	7/23/1956	Judgment
W.D. Pennsylvania	Sarver Coal Company, Inc.	7/23/1956	Judgment
W.D. Pennsylvania	Rofrichter Coal	7/27/1956	Judgment
W.D. Pennsylvania	Lewis Coal Company	7/27/1956	Default Judgment
W.D. Pennsylvania	Toth Construction Company	7/27/1956	Judgment
W.D. Pennsylvania	Hickman Coal Company	7/30/1956	Default Judgment
W.D. Pennsylvania	Marco Coal Company, Inc.	7/30/1956	Judgment
W.D. Pennsylvania	E. & S. Coal Company	8/22/1956	Dismissed
W.D. Pennsylvania	Mateer Coal Company, Inc.	8/22/1956	Pending
W.D. Pennsylvania	C. B. & R. Coal Company, Inc.	9/ 6/1956	Default Judgment
W.D. Pennsylvania	Haxuzs Mining Company	9/ 6/1956	Consent Judgment
W.D. Pennsylvania	Labor Coal Company	9/ 6/1956	Judgment
W.D. Pennsylvania	Kutsch Coal Mine	9/21/1956	Judgment
W.D. Pennsylvania	Oakland Coal Company	10/17/1956	Dismissed
W.D. Pennsylvania	Smith Coal Company	10/17/1956	Judgment

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
W.D. Pennsylvania	Buhl A. Black Coal Company	10/19/1956	Consent Judgment
W.D. Pennsylvania	Pearl Caruso Coal Company	10/24/1956	Default Judgment
W.D. Pennsylvania	Sugar Creek Coal Company	10/24/1956	Default Judgment
W.D. Pennsylvania	Rathgeb and Gorr	12/19/1956	Consent Judgment
W.D. Pennsylvania	Mears Coal Company	12/19/1956	Pending
W.D. Pennsylvania	J. & K. Coal Company	12/28/1956	Pending
W.D. Pennsylvania	Indiana Smokeless Coal Company	12/31/1956	Judgment
W.D. Pennsylvania	Kay's Coal Company	5/10/1957	Judgment
W.D. Pennsylvania	Mar-Dee Coal Sales, Inc.	5/27/1957	Consent Judgment
W.D. Pennsylvania	Perry and Van Slander Coal Co.	1/ 8/1958	Judgment
W.D. Pennsylvania	Fetterolf Coal Company, Inc.	1/17/1958	Judgment
W.D. Pennsylvania	Cable Coal & Construction Co., Inc.	1/27/1958	Dismissed
W.D. Pennsylvania	Heckman Coal Company	1/27/1958	Judgment
W.D. Pennsylvania	Lawrence Woelfel Mine	2/ 4/1958	Dismissed
W.D. Pennsylvania	Yanity Brothers Coal Company	3/ 7/1958	Dismissed
W.D. Pennsylvania	Davis Coal Company	3/12/1958	Judgment
W.D. Pennsylvania	Beitsinger Coal Company	3/12/1958	Default Judgment
W.D. Pennsylvania	Venturini Brothers Coal Co.	4/18/1958	Consent Judgment
W.D. Pennsylvania	Andrew Balbo Coal Company	4/23/1958	Default Judgment
W.D. Pennsylvania	Evans Coal Company	8/ 5/1958	Judgment
W.D. Pennsylvania	Crichton Coal & Coke Company	11/ 2/1959	Consent Judgment
W.D. Pennsylvania	Krolick Coal Company	7/28/1960	Pending
W.D. Pennsylvania	Charles E. Brown Coal Company	11/25/1960	Pending
Tennessee			
E.D. Tennessee	The Benedict Coal Corporation	5/27/1954	Judgment
E.D. Tennessee	The Harvey Coal Corporation	7/15/1954	Dismissed

Trustees v. Date

District Court	Trustees v. Name of Company	Date Filed	Disposition
Middle D. Tenn	Fentress Coal & Coke Company	7/31/1956	Judgment
E.D. Tennessee	E. Dick Burrow Coal Company	1/ 2/1958	Pending
E.D. Tennessee	Fesler Coal Company	1/ 6/1958	Pending
E.D. Tennessee	Phillips Brothers Coal Company	1/ 6/1958	Pending
E.D. Tennessee	Stansberry Coal Company	1/ 6/1958	Pending
E.D. Tennessee	E. A. Worley Coal Company	1/15/1958	Default Judgment
E.D. Tennessee	Arnold Strip Mining Company	1/29/1958	Pending
E.D. Tennessee	Paul Gibbs Coal Company	3/ 6/1958	Pending
E.D. Tennessee	Tennco, Incorporated	3/13/1958	Pending
E.D. Tennessee	Geo. A. Bryant & Sons Coal Co.	4/17/1958	Pending
E.D. Tennessee	J. H. Graham Coal Company	4/17/1958	Pending
E.D. Tennessee	Patrick & Hampton Coal Company	4/21/1958	Pending
E.D. Tennessee	Goforth Coal Company	5/15/1958	Pending
E.D. Tennessee	W. R. Parten Coal Company	6/13/1958	Pending
E.D. Tennessee	McPherson Coal Company	6/30/1958	Pending
E.D. Tennessee	H. A. Daffron Coal Company	7/22/1958	Pending
E.D. Tennessee	M. & T. Coal Company	7/22/1958	Pending
E.D. Tennessee	W. T. Morrison Coal Company	7/22/1958	Pending
E.D. Tennessee	F. W. Pryor Coal Company	7/22/1958	Pending
E.D. Tennessee	Earl Patton Coal Company	10/ 6/1958	Pending
E.D. Tennessee	Hampton E. Patton Coal Company	10/ 6/1958	Pending
E.D. Tennessee	M. T. Dixon Coal Company	10/28/1958	Pending
E.D. Tennessee	Willis Flynn Coal Company	10/28/1958	Pending
E.D. Tennessee	R. B. Ivey Coal Company	10/28/1958	Pending
E.D. Tennessee	Roy Land Coal Company	10/28/1958	Pending
E.D. Tennessee	Marshall Meeks Coal Company	10/28/1958	Pending
E.D. Tennessee	Hershel Myers Coal Company	10/28/1958	Pending

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
E.D. Tennessee	Waldo Myers Coal Company	10/28/1958	Pending
E.D. Tennessee	Leon Nunley Coal Company	10/28/1958	Pending
E.D. Tennessee	Horace J. Scissom Coal Company	10/28/1958	Pending
E.D. Tennessee	Stephenson & Stephenson Coal Co.	10/28/1958	Pending
E.D. Tennessee	M. H. Wideman Coal Company	10/28/1958	Pending
E.D. Tennessee	Will Land Coal Company	10/31/1958	Pending
E.D. Tennessee	Elder Lockhart Coal Company	10/31/1958	Pending
E.D. Tennessee	Aaron Presnell Coal Company	10/31/1958	Pending
E.D. Tennessee	Howard Higgins Coal Company	11/10/1958	Pending
E.D. Tennessee	Ramsey Coal Company	11/10/1958	Pending
E.D. Tennessee	J. W. Sanders Coal Company	11/10/1958	Pending
E.D. Tennessee	James Patton Coal Company	12/ 9/1958	Pending
E.D. Tennessee	Dewey Trussell Coal Company	12/ 9/1958	Pending
E.D. Tennessee	Huntsville Branch Coal Co., Inc.	1/29/1959	Dismissed
E.D. Tennessee	Charlie Martin Coal Company	1/30/1959	Pending
E.D. Tennessee	Edward Nunley Coal Company	30/1959	Pending
E.D. Tennessee	S. T. Smith Coal Company	2/ 4/1959	Default Judgment
E.D. Tennessee	Sam R. Griffith Coal Co. and/or Soft Rock Coal Company	2/17/1959	Default Judgment
E.D. Tennessee	Cordell Coal & Construction Co. J. A. Cordell Coal Company	3/19/1959	Pending
E.D. Tennessee	Howard Coal & Mining Company	3/23/1959	Consent Judgment
E.D. Tennessee	Tennessee Consolidated Coal Co.	3/31/1960	Pending
Virginia			
W.D. Virginia	Benvir Coal Company, Inc.	9/14/1956	Default Judgment

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
W.D. Virginia	Premium Darby Coal Corporation	6/28/1958	Judgment
W.D. Virginia	Lowery Coal Company	2/16/1959	Judgment
West Virginia			
N.D. West Virginia	Petitto Brothers	2/12/1954	Consent Judgment
N.D. West Virginia	Enrico Coal Company	8/12/1954	Consent Judgment
S.D. West Virginia	Lambert Coal Company	10/ 6/1954	Judgment
N.D. West Virginia	Davies Coal Company, Inc.	10/ 8/1954	Default Judgment
S.D. West Virginia	George H. Siems & Co.	8/12/1954	Default Judgment
S.D. West Virginia	Bee Branch Coal Company	5/23/1955	Consent Judgment
S.D. West Virginia	Alma Coal Company	11/10/1955	Default Judgment
S.D. West Virginia	Cedar Grove Coal Company	11/10/1955	Default Judgment
N.D. West Virginia	Bretz Fuel Company, Inc.	12/ 5/1955	Consent Judgment
S.D. West Virginia	Wyborn Coal Company	11/ 1/1956	Judgment
S.D. West Virginia	Leas Coal Company, Inc.	1/18/1957	Judgment
N.D. West Virginia	I. & M. Coal Company, Inc.	2/24/1957	Pending
N.D. West Virginia	McCandlish Coal Corporation	4/ 4/1957	Judgment
S.D. West Virginia	Jerry Fork Coal & Coke Corp.	5/31/1957	Judgment
N.D. West Virginia	Junior Goal Company	5/20/1957	Judgment
N.D. West Virginia	McCandlish Coal Company	6/ 6/1957	Judgment
N.D. West Virginia	Garrett & Weil Coal Company	9/23/1957	Dismissed
N.D. West Virginia	Taylor & McMillen Coal Co., Inc.	9/24/1957	Judgment
N.D. West Virginia	W. & P. Coal Company	10/ 7/1957	Default Judgment
N.D. West Virginia	L. & W. Coal Company, Inc.	1/16/1958	Judgment
S.D. West Virginia	Bolt Mining Company, Inc.	3/31/1958	Pending
N.D. West Virginia	Thomas Engineering Corporation	7/10/1958	Judgment

Exhibit No. 39—(Continued)

District Court	Trustees v. Name of Company	Date Filed	Disposition
S.D. West Virginia	J. F. Coal Corporation	8/28/1958	Default Judgment
S.D. West Virginia	Little Beaver Mining Corp.	12/22/1958	Default Judgment
S.D. West Virginia	Gay Coal & Coke Company, Inc.	2/20/1959	Pending
N.D. West Virginia	Barnes Contracting Company	2/24/1959	Judgment
N.D. West Virginia	Cedar Creek Coal Company	7/23/1959	Default Judgment
S.D. West Virginia	S. B. & O. Coal Company	4/19/1960	Dismissed
N.D. West Virginia	Morris Coal Company	5/20/1960	Consent Judgment
N.D. West Virginia.	Morris Coal Company	6/16/1960	Consent Judgment

Exhibit No. 40

CONSOLIDATION COAL CO.
ISLAND CREEK COAL CO.
WEST KENTUCKY COAL CO.
NASHVILLE COAL CO.
PEABODY COAL CO.
THE PITTSTON CO.
PITTSBURG-MIDWAY COAL CO.

Exhibit No. 41

Walsh-Healey Act

MINIMUM WAGE DETERMINATIONS

INDUSTRY INDEX

Name of Industry	Minimum Wage Rate
Accounting supplies—specialties[1]	$1.00
Aircraft	1.05
Apprentices	.75
Ammunition, explosives and related products (see Small arms ammunition, explosives and related products)	
Aviation textile products[1]	1.00
Batteries[1]	1.08
Dry primary	1.35
Lead-acid storage	1.34
Other	
Bituminous coal (see Coal, bituminous)	
Carpets and rugs—wool[1]	1.00
Cement[1]	1.00
Chemicals and related products[1]	
Bone black, carbon black and lamp black[2]	$1.40
Cleaning and polishing preparations, insecticides, fungicides, and miscellaneous chemicals	1.00
Industrial and refined basic chemical products	
Ala., Ark., D. of C., Fla., Ga., Md., Miss., N. C., S. C., Tenn., Va.	1.00
All other states[2]	1.15
Clay products—structural[1]	1.00
Clothing (see Uniforms and clothing)	
Coal, bituminous	
District 1. Eastern Pennsylvania	2.745
2. Western Pennsylvania	2.745
3. Northern West Virginia	2.745
4. Ohio	2.745

[1]Payment of subminimum wage rates to learners in accordance with FLSA regulations is authorized for this industry.

[2]Beginners may be employed for 320 hours at a rate of not more than 5 cents below the minimum wage established for the particular branch of the industry.

Exhibit No. 41—(Continued)

5. Michigan (no determination)	
6. Panhandle	2.745
7. Southern Numbered 1	2.745
8. Southern Numbered 2	2.745
9. West Kentucky	2.59
10. Illinois	2.745
11. Indiana	2.78
12. Iowa	1.40
13. Southeastern	2.515
14. Arkansas-Oklahoma	2.59
15. Southwestern	2.59
16. Northern Colorado	2.796
17. Southern Colorado	2.796
18. New Mexico	2.796
19. Wyoming	2.82
20. Utah	2.82
21 North Dakota-South Dakota	2.226
22. Montana	2.846
23. Washington	2.735
Cotton garment and allied industries[1]	1.00
Dental goods and equipment[1]	1.00
Die casting[1]	1.00
Dimension granite (see Granite—dimension)	
Drugs and medicines	1.20
Electric lamps	1.26
Beginners—3 months	1.20
Envelopes[1]	1.08
Beginners—480 hours	1.02
Evaporated milk (see Milk—evaporated)	
Fertilizers[1]	1.00
Fireworks[1]	1.00
Flint glass (see Glass and glassware)	
Flour and related products	1.30
Glass and glassware[1]	1.00
Furniture[1]	
Metal hospital and household	$1.00
Public seating	1.00
Wood	1.00

[1]Payment of subminimum wage rates to learners in accordance with FLSA regulations is authorized for this industry.

Exhibit No. 41—(Continued)

Gloves and mittens[1]	1.00
Granite—dimension[1]	1.00
Handkerchiefs[1]	1.00
Hats and caps—men's[1]	1.00
Heavy outerwear (see Uniforms and clothing)	
Hosiery—seamless[1]	1.00
Instruments and apparatus, surgical	1.25
Beginners—320 hours	1.15
Instruments, scientific, industrial and laboratory	1.20
Beginners—3 months	1.15
Iron and steel	
Ala., Ark., Fla., Ga., La., Miss., N. Car., Okla., S. C., Tenn., Tex., Va.	1.08½
Auxiliary workers	1.04
Apprentices—6 months	1.04
Ill. (E. St. Louis area), Iowa, Kans., Minn., Mo., Nebr., N. Dak., S. Dak.	1.19
Auxiliary workers	1.14½
Apprentices—6 months	1.14½
All other states and D. of C.	1.23
Auxiliary workers	1.18½
Apprentices—6 months	1.18½
Knitting, knitwear and woven underwear[1]	1.00
Leather[1]	1.00
Luggage, leather goods, belts, and women's handbags[1]	1.00
Men's hats and caps (see Hats and caps)	
Men's neckwear (see Neckwear—men's)	
Metal business furniture and storage equipment	1.10
Apprentices	.90
Beginners or probationary workers—6 weeks or 240 hours	1.00
Metal hospital and household furniture (see Furniture—metal)	
Milk—evaporated	1.68
Probationary workers	1.63
Neckwear—men's[1]	1.00
Office machines	1.10
Apprentices—for tolerances see text of determination	

[1]Payment of submission wage rates to learners in accordance with FLSA regulations is authorized for this industry.

Exhibit No. 41—(Continued)

Paint and varnish	1.50
Probationary employees—480 hours	1.40
Paper and pulp	
Other than bags	1.115
Beginners or probationary workers—160 hours	1.065
Bags[1]	1.00
Photographic and blueprinting equipment and supplies	1.18
Apprentices—for tolerances, see text of determination	
Pressed and blown glass and glassware (see Glass and glassware)	
Pressed felt (see Woolen and worsted industry and pressed felt)	
Public seating (see Furniture—public seating)	
Rainwear	$1.00
Scientific, industrial and laboratory instruments (see Instruments, scientific, industrial and laboratory)	
Shoe manufacturing and allied industries[1]	1.00
Small arms ammunition, explosives and related products	
Small arms ammunition	1.05
Beginners	1.01
Apprentices	.75
Explosives	1.20
Beginners	1.15
Apprentices	1.00
Blasting and detonating caps	1.12
Beginners	1.06
Apprentices	.75
Soap and related products	1.50
Specialty accounting supplies (see Accounting supplies—specialties)	
Steel (see Iron and steel)	
Structural clay products (see Clay products—structural)	
Suits and coats (see Uniforms and clothing)	
Surgical instruments and apparatus (see Instruments and apparatus, surgical)	
Tags	1.00

[1] Payment of subminimum wage rates to learners in accordance with FLSA regulations is authorized for this industry.

Exhibit No. 41—(Continued)

Textiles[1]	
Cotton, silk, and synthetic textile branch	1.00
Learners—240 hours	.92[3]
Other products	1.00
Tires and related products	1.77
Beginners or probationary workers—160 hours	1.67
Tobacco[1]	1.00
Toilet preparations and cosmetics	1.00
Uniforms and clothing[1]	1.00
Vitreous or vitrified china[1]	1.00
Wood furniture (see Furniture—wood)	
Wool carpets and rugs (see Carpets and rugs—wool)	
Wool trousers (see Uniforms and clothing)	
Woolen and worsted industry[1]	
Broad-woven goods, yarn, and thread branch and pressed felt	1.20
Learners and beginners—320 hours	1.05[3]
Other products	1.05
Learners and beginners—320 hours	.90[3]
Work gloves (see Gloves and mittens)	

[1]Payment of subminimum wage rates to learners in accordance with FLSA regulations is authorized for this industry.

[3]In case experienced workers are paid on a piece-rate basis, learners must be paid the same piece rates if earnings, based upon those piece rates, are in excess of the applicable hourly rate for learners.

Exhibit No. 42

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Vol. LXVI Twice a Month No. 4

LEWIS CALLS FOR HALT TO U. S. PURCHASE OF "DOG-HOLE" COAL; ASKS MINIMUM WAGE

Lewis Statement On Prevailing Wage

Following is the complete text of the statement by President John L. Lewis of the UMWA in support of the proposed prevailing minimum wage declaration by the Secretary of Labor for the bituminous coal industry. Such a declaration, under provisions of the Walsh-Healey Public Contracts Act, would make it illegal for government agencies to buy coal at "cut rates" from "dog-hole" operators who do not pay the prevailing wage. The statement was made February 1 at a hearing in the auditorium of the National Museum of Natural History before Clifford Grant, Labor Department hearing examiner:

"I appear in behalf of a petition, properly filed, as a representative of the United Mine Workers of America, duly authorized. In that capacity I emphasize the request of the United Mine Workers of America for an affirmative finding by the Secretary of Labor, on the petition to promulgate a prevailing minimum wage under the provisions of the Walsh-Healey Public Contracts Act.

"During the 18 years, more or less, since this statute was enacted, the coal industry while entirely familiar with its provisions, has not sought to avail itself of the privileges and the protection of the act in any formal way until this time.

"It is entirely probable that there would be no petition pending here today except for the growing tendency of governmental agencies using large quantities of coal and purchasing that coal throughout the country, increasingly to pay lesser and lesser amounts for that coal, using the tremendous influence of their purchases in magnitude, over a long period of time to decrease the living standards of the men who are employed in the industry and to decrease the return upon the stable investments of the industry. Adverting to the magnitude

Exhibit No. 42—(Continued)

of those purchases, I quote from a statement issued December 17, 1954, by the Secretary of Labor in which he says: 'In 1952, some 335,000 workers were employed in the bituminous industry, mining over 465 million tons of soft coal. During fiscal 1954, the federal government let 714 contracts calling for delivery of $95,693,000 worth of soft coal and coke. During the first quarter of fiscal 1955, the government purchased $25,443,000 of coal and coke under 347 contracts.'

"Thus it will be recognized that the purchase of these enormous tonnages of coal for the growing and expanding facilities of the government and for use in its ramified and diversified usages is of growing concern to the men employed in the coal industry and necessarily exercises a very material influence on the prices paid for coal, the wages paid in the industry, and the living standards of the employes in the industry.

"This effect is contrary to the declared purpose of the act and its stipulated provisions, runs contrary to the intent of Congress, and is in opposition to the purpose of the act as declared by at least two decisions of the Supreme Court of the United States. As to the intent of Congress in S. R. 11, line 3, 74th Congress, 1st Session, the report accompanying the Senate bill, the basic purposes of the act were made exceedingly plain when it said the legislation sought to end 'the paradoxical and unfair situation in which the government, on the one hand, urges employers to maintain and uphold fair wage standards and, on the other hand, gives vast orders for supplies and construction to the lowest bidder, often a contractor or manufacturer who does not sympathize with and fights hardest against labor and social welfare policies.'

"In the Endicott Johnson Corporation against Perkins, 317 U. S. 501, etc., 1943, the Supreme Court of the United States, speaking through Justice Jackson, said, 'The act directs the Secretary to administer its provisions. It is not an act of general applicability to industry. It applies only to contractors who voluntarily enter into competition to obtain government business on terms of which they are fairly forewarned by inclusion in the contract. Its purpose is to use the leverage of the government's immense purchasing power to raise labor standards.'

Exhibit No. 42—(Continued)

"In the case of Perkins against Lukens Steel Co., 310 U. S. 1940, the Supreme Court of the United States, speaking through Justice Black, said, 'This act's purpose was to impose obligations upon those favored with government business and to obviate the possibility that any part of our tremendous national expenditures would go to forces tending to depress wages and purchasing power and offending fair social standards of employment. As stated in the report of the House Committee on Judiciary on the bill, "the object of the bill is to require persons having contracts with the government to conform to certain labor conduct in the performance of the contracts and thus to eliminate the practice under which the government is compelled to deal with sweatshops'"

"The petitioners feel, in requesting this affirmative action by the Secretary of Labor, endowed with authority under the statute, that they are in harmony with the declared intent of the law as uttered by the Congress and that they are in harmony with the conclusive findings of the Supreme Court of the United States as to what the act was intended to do and the effective administration of its provisions. One governmental agency, to wit, the Tennessee Valley Authority, has been a tremendous offender against the declared purposes of the Act and in the purchasing of the coal requirements for that great enterpris has consistently violated the spirit of the act in all their business transactions.

"The board of directors of TVA could say legalistically that there has been no legal promulgation of a prevailing minimum wage under the provisions of the statute in the bituminous coal industry. However, there has been no estoppel against the Tennessee Valley Authority putting into practice the standards set forth in the act as affirmed by Congress and interpreted by the Supreme Court without the necessity of awaiting a promulgation of a minimum wage by the Secretary of Labor.

"The TVA, which purchased something more than eight million tons of coal in fiscal 1954, has done so at starvation prices. They have used the vast influence of their heavy purchases to beat down small isolated producing units to a starvation wage, ignoring safety standards and health conditions, taxes, compensation obligations, etc., and after having estab-

lished such standards, based on starvation, they have asked the stable investment of the industry, operating modern mines under standard conditions with collective bargaining in the American way, to meet the intolerable and unjustifiable, prices in order that TVA, a government agency, presumably bound by the law as well as every other natural citizen and artificial citizen, might make a better showing on its financial records in competition with free enterprise industries producing electrical power in the United States.

"That agency has ignored every humane consideration, every standard of ethics, and the provisions of every paragraph of the Walsh-Healey statute in carrying out its push-cart policy of providing itself with coal. They seek to turn the economic structure of the United States back to the push-cart days.

"In Siam and Cambodia, I am told, with a dense population and poor access between the population—no roads or modern vehicles in the larger sense—the population depends upon goods brought to them in the jungles and in the vast interior by a horde of push-cart merchants who push these carts through the jungle trails through long leagues of distance by manpower, to take the produce to the inhabitants and push it back to where it might find a market in the same laborious uneconomic way.

"We would have a push-cart economy if all competitive industry in the United States followed the lesson of TVA. And the United Mine Workers of America does not believe that our Republic can achieve its destiny by returning to a push-cart, dog-eat-dog standard of living and economy.

"I stress the action of the TVA because of its demoralizing and compulsive influence upon the price realization of the industry and its indirect effect upon the standards of living in the various communities of the industry.

"Other great electrical power producing companies and public utilities have found it necessary to follow to some degree the same procedures of destructive buying of coal as the TVA. We find now great electrical combines in the country who have been successfully able to operate certain of their producing units where they refuse to buy any coal from modern mines,

Exhibit No. 42—(Continued)

at modern prices, with modern investment represented in those mines and with standard wages being paid in those mines, because the self-same power companies find themselves continuously at a disadvantage in computing the production costs per kilowatt hour in contra-distinction to the kilowatt cost of TVA coal bearing from 65 to 70 percent of the overall cost of producing a kilowatt hour of electricity. TVA has had other advantages in addition to its starvation coal costs, advantages that in the ordinary sense of the word would be sufficient for them to operate a modern enterprise in competition with private investment providing they were able to operate a modern enterprise and to compete with the skill superinduced and developed in our great industrial establishments of the country.

"So, the United Mine Workers of America, conscious of the growth and expansion of this disturbing influence in the competitive coal industry is asking the Secretary of Labor, under provisions of the statute, to make a plan that will compel the TVA to pay at least a price for their coal that covers the prevailing minimum wage in the localities where they buy it.

"The areas set forth in the petition carrying the various differentials affecting the minimum wages per hour are set forth because they are the natural areas of the bituminous coal industry and because they reflect the mature and considered judgment born of experience of men who have considered these problems in the industry for many years—and that is a lot—and who in their joint associations have found that these were the natural competitive areas existing at the present time. Those areas change as conditions change, as populations shift, as enterprises are built, as our economy expands, as prices fluctuate, as modern techniques are developed; those areas shift, but the areas suggested for the defining localities of the Secretary's order represent the best judgment of men in the industry on the investment and management side and on the labor side.

Competition Delicately Balanced

"I doubt that there is any industry in our country where the influences of competition are so delicately balanced and so ravaging and destructive in their effect when that balance is

disturbed. There are the natural factors of competition; there are local factors of competition. There is intense competition between the producers in the coal market of the country in a given producing area or in one of the areas defined in this action. There is a competition between areas, much like the ebb and flow of the tides. You might call it a competitive basin with the wash going this way or that way as indicated by convulsive conditions whether it be war or peace, economic depression or full volume production, the development of new techniques and modern methods, increased productivity, new formulas in industry. All of those things affect that competition.

"A reduction of 25 cents a ton in the sales price of the coal commodity to a large consumer will immediately affect the stability of the price structure in the area where that mine is located, whether that area be ten miles away or 50 miles away. A mine similarly situated, having the same substantial costs, the same geological factors and problems, the same mining conditions substantially, and all other mines adjacent and contiguous to that mine that would thus reduce its costs, would find it necessary to adjust their price or else they will find that their market is leaving them and going to the competitor operating at a lower price.

"So the adjustment takes place. And as it is adjusted locally, it is adjusted areawide; and as it is adjusted areawide it sweeps the coal industry wherever located in the United States.

"From the Warrior fields of Alabama, across the Great Plains, the Rocky Mountains, to the crest of the Cascades in Washington, the price cut goes on, because a push-cart coal operator without responsibility and without assets, through a broker who has a telephone and a broken-down truck, is able to make a contract with TVA at a price at which no citizen could produce coal and pay a reasonable wage, maintain standard conditions, or give protection to the men who mine coal in the dog hole in the hills.

"The United Mine Workers wants these government agencies, which also include Navy Procurement and other agencies government, to be estopped from continuing those practices in America.

Exhibit No. 42—(Continued)

"In a report, which will be entered in testimony here by my associates, it is shown there are 5,368 operations in the United States during the year 1953 which were signatory to the National Bituminous Wage Agreement and which, of course, pay the wages and maintain the wage structure upon which this minimum wage structure for the area is predicated.

"It might interest you to know, in passing, Mr. Examiner, that 408 of those 5,368 operations represent 74.3 percent of the total amount produced under that contract in 1953. The rest of them, amounting to about 4,800 or 4,900 more or less, were able to produce 36 million tons or six percent of that production. I suppose it is mines of this type that will largely be represented here in this hearing as dissenters and objectors to the promulgation of a minimum wage.

"When I hear someone say he represents 300 coal mines, I naturally know that he does not represent 300 coal mines in the modern sense, but represents possibly 300 holes in the ground manned by from one to two to ten to 15 men, where a miserable wage is paid, where no safety conditions exist, where the Federal Mining Code does not run, where ventilation does not exist, and where they live on corn meal and fat hog meat because they cannot live any better than that under those conditions. So, there will be those who wish to perpetuate that situation, but they are of insufficient consequence to affect the proper finding under this statute.

"The statute is compulsive upon the Secretary of Labor. The only questions at stake are the facts, unless perchance someone can file a legal action that will cause the Supreme Court to invalidate the act in the years to come. The only questions at issue are the facts: What is the prevailing wage in the industry now? Can the figures set forth in the petitioner's application as being the prevailing wage be justified by evidence to the Secretary of Labor? If so, he will be compelled to promulgate a minimum wage finding.

"That finding does not establish a minimum wage in the industry; it merely establishes a minimum wage as covering those contractors who sell coal to the government or the government's agencies.

Exhibit No. 42—(Continued)

"It does not affect the question of union or non-union mines. One who operates a non-union mine can certainly sell coal to the government providing he can make the necessary arrangements with the government agencies. This is not a device for the United Mine Workers of America to increase its membership as I suspect some of the representatives of these dog-hole operators are going to come in here and assert. The United Mine Workers are not concerned with the question of membership, and they do not look to the government to induce men to become a member of the United Mine Workers of America. The United Mine Workers is a voluntary form of organization. A man may elect to become a member or he may elect not to be a member. He may do so in association with his fellows.

"The question of whether or not there will be a minimum wage promulgated in the bituminous industry has no bearing on this issue in this hearing and the motives of the petitioner cannot be said merely to be a device to add more members to the United Mine Workers of America.

"Any coal producer, large or small, is free to contract with the government or deliver the government coal or not to as they may elect. There is no compulsion. Every coal producing unit in the country will be the same free agent and have the same rights and privileges with respect to organization or non-organization in the event that the minimum wage becomes effective in the industry.

"The petitioners further suggest that the bituminous coal industry be defined as that industry which produces or furnishes all coal except Pennsylvania anthracite which we think to be a fair and logical suggestion. Lignite is bituminous coal which is like new wine—it hasn't aged enough, but will be old wine when it gets old enough—but it is bituminous coal. The other small variation of bituminous products such as the so-called blacksmithing coal, cannel coal, or other kinds of coal are all bituminous. As a matter of fact, the logical, practical and recognized difference of bituminous coal is that coal that is not anthracite. We recommend it to the examiner, and the Wage and Hour Division of the Secretary's department.

"The exhibits of the United Mine Workers, which will be

Exhibit No. 42—(Continued)

later presented and identified for the year 1953, will show a tonnage of 377,643,840 tons produced by signatories to the standard wage agreement of the industry, which are paying the wages indicated. Total tonnage for 1953 will be shown as 447,487,020 tons. The percentage of the national production produced by signatories to the industry contract and by those who are not signatories who pay the same wages or in excess thereof is 84.39 percent of the total national production, a compelling figure.

"Mr. W. A. Boyle, when he later follows me, will break down those tonnages into the various areas, ten in number, giving the tonnage of each area, the total tonnage of the areas, the amount produced by signatories and the percentage in that area. I will leave largely to him and Mr. John Owens, Secretary-Treasurer of the United Mine Workers of America, any technical analyses of these provisions and a full explanation on any point upon which information is desired.

"Mr. Examiner, with every appreciation of your courtesy and with every desire to expedite this hearing I have been trying to avoid making any fulsome comments or drawing any analogies, and I think now with your permission I will yield to some of my technical assistants here, but before I do so I will be glad to try to answer any question that may be directed to me by you, or the government representatives, or anyone qualified."

Exhibit No. 44

February 15, 1958 United Mine Workers Journal Page 5

UMWA, Industry Seek Prevailing Wage Hike

LABOR DEP'T HOLDS WALSH-HEALEY HEARING

The UMWA, Pittsburgh Consolidation Coal Co. and other coal producing companies made their formal plea to the U. S. Department of Labor for increased minimum wages in the bituminous coal industry under provisions of the Walsh-Healey Act. That Act requires that coal operators selling to agencies of the U. S. Government under contracts in excess of $10,000 must pay prescribed minimum wages laid down by the Labor Department for the geographical area in which their mines are located.

The UMWA and the operators stated their case at a hearing on February 3-5 presided over by Hearing Examiner Clifford Grant, the same man who heard an earlier case which resulted in a minimum wage determination by Secretary of Labor James P. Mitchell in 1955.

The hearing was scheduled as a result of a petition late last year in which the Union and the operators asked that the minimum wages be redetermined to take into account the two wage increases negotiated by the UMWA since Mitchell's 1955 determination. Each of the two National Bituminous Coal Wage Agreements signed in 1955 and 1956 called for pay boosts of $2 a day—a total of $4 a day, or 50 cents an hour.

Spokesman for the UMWA—and the man who presented the weightiest evidence in the case—was W. A. (Tony) Boyle, International Board Member for District 27 and special assistant to President John L. Lewis.

Senior Counsel Welly K. Hopkins and Associate Counsel Harrison Combs handled the legal end of the case for the UMWA.

Boyle presented three exhibits for the record. The first consisted of copies of the last five National Bituminous Agreements merely to show what the UMWA contract rate of pay is today.

His second exhibit—a massive document—listed all of the

Exhibit No. 44—(Continued)

coal companies under contract with the UMWA as of the end of 1956, together with the number of employes and tonnage produced by each company or mine. He used state mining reports for his figures when available and other sources, such as Bureau of Mines reports and Keystone Coal Buyers' Manual, when state figures were not to be had.

Boyle's figures proved that the vast preponderance of coal produced in the United States is from mines under contract with the UMWA. This, in turn, proved that the prevailing wage in the nation's bituminous coal industry is the Union Wage, Boyle testified.

Boyle's list of mines was divided geographically into the 23 coal producing districts set up under the Guffey Coal Act. These districts were used as bases for determining prevailing wages in 1955.

In the Appalachian districts, and some others, the 1955 prevailing wage as determined by the Secretary of Labor was $2.245 an hour or $17.96 a day. The UMWA and the operators asked that the wage in those districts be raised to $2.745 an hour or $21.96 a day. The boost sought is 50 cents an hour or $4 a day, the exact amount of the increased wages negotiated by the UMWA in 1955 and 1956.

Wages in other Guffey coal producing districts vary slightly, but the same increase over 1955 asked in all of them, 50 cents an hour or $4 a day.

On direct examination by UMWA Counsel Hopkins, Boyle presented details to buttress his written testimony and explained that 1956 figures were used because they were the latest official, trustworthy statistical data available.

Chief witness for the Unionized coal industry was George A. Lamb, manager of business surveys, Pittsburgh Consolidation Coal Co. He was quizzed on direct examination by Frank R. Amos, retired general counsel of Pitt Consol, who represented Pitt Consol during the 1955 wage determination, both in the Labor Department and in its long haul through Federal courts, and acted as the chief legal spokesman for the operators.

Lamb, who was also a key witness in 1955, backed up Boyle's testimony. He also stated that in 1957 his company produced

about 40 million tons of coal, of which only 310,000 tons were sold directly to the Federal government. He blamed this on the wage advantage of at least 50 cents an hour enjoyed by non-Union operators and added: "The greater part of the bituminous coal industry will be damaged" if the higher prevailing wages are not put into effect.

He said that Pitt Consol produces coal in six Guffey districts —2 (Western Pennsylvania); 3 (Northern West Virginia); 4 (Ohio); 6 (Panhandle); 7 (Southern No. 1); and 8 (Southern No. 2). In all six states, the present minimum wage rate as determined by the Secretary of Labor in 1955 is $2.245 an hour. Lamb recommended that it be raised to $2.745 an hour, and added that the Union wage was the prevailing wage in each of the districts where Pitt Consol operates.

Among the other operators witnesses who favored the increased wage rates was Frank J. Foresman, director of industrial relations, Pittsburg and Midway Coal Mining Co. (Kans.), who preceded UMWA Safety Director Charles Ferguson as head of the Coal Mines Section of the National Safety Council.

He testified that in 1956 his company produced about three million tons and sold only 120,700 tons to the Federal government. Foresman said his company operates in five Guffey districts—9 (West Kentucky), 10 (Illinois); 14 (Arkansas and Oklahoma); 15 (Kansas, Missouri, Oklahoma and Texas); and 17 (Southern Colorado). He said that the UMWA pay scale was the prevailing wage in each of those districts.

Another operator witness was G. M. Davidson of Island Creek Coal Co. He said that Island Creek operates 19 mines, 6 located in Guffey District 7 (Southern No. 1) and 13 in Guffey District 8 (Southern No. 2). In 1956, Davidson testified, Island Creek produced 14,792,405 tons of coal of which only 272,008 tons were sold to the U. S. Government. None was sold to the Tennessee Valley Authority although Island Creek operates in TVA territory.

Davidson said the lack of government business was due to the wage advantage enjoyed by non-Union operators and added that it was his conviction that the UMWA wage scale was the prevailing wage in Guffey Districts 7 and 8.

Exhibit No. 44—(Continued)

The fourth operator witness was J. J. Richardson, president of two companies, one located at Harman, Va., the other in Pike County, Ky. He said that in 1956 his two mines produced 1,228,900 tons of coal, nine of which was sold to the U. S. Government because of the unfair competitive advantage enjoyed by non-Union operators paying sub-standard wages. He said that the prevailing wage scale in the area in which he operates is the UMWA contract rate.

Also a proponent at the hearing was the Rochester and Pittsburg Coal Co., ably represented by Attorney Arnold Levy.

The Labor Department's exhibits were presented by August F. Cantfil, assistant director of the Public Contracts Division of the Labor Department. Cantfil presented 11 exhibits. Most were concerned with background information and with formal written evidence on the UMWA petition, hearing notice by the Secretary, etc.

Cantfil also presented a compilation of Federal government contracts for bituminous coal in excess of $10,000 and a publication of the U. S. Bureau of Mines, Coal Production Statistics of 1956. Cantfil testified that the Bureau's figures were the latest available.

Lawyers for the Labor Department were John Babe, assistant solicitor, and William Lowe and Howard Jenkins, assistants to Babe. Lowe did most of the direct and cross examination at the hearing.

Federal government departments which purchase coal and presented testimony were the TVA, Department of Defense and the Veterans Administration.

Elmer C. Hill, TVA procurement officer, reported that his agency had used $91,464,000 worth of bituminous coal during fiscal year 1957.

Ben Bedwell, procurement officer for the Navy, reported purchases of $31,942,000 worth of coal during the same period.

Andrew J. Pappandreau, purchasing agent, marketing division for fuel, Veterans Administration, said his agency used $4,367,000 worth during fiscal '57.

Tonnage figures for all government agencies were submitted by George Lamb and are shown in an insert to this story.

Exhibit No. 44—(Continued)

No testimony in opposition to the proposed prevailing wages was presented. Two parties filed and appeared in opposition. One of them was Wallace Cohen, who said he represented Ruth Elkhorn Coals, Inc. He "withdrew" the first day after presenting several motions to dismiss or postpone the proceedings. Another was Charles Richards, who said he was executive secretary of the Kentucky Truck Operators Association (26 small mines) and spoke for 15 operators in Lee County, Va. He did not appear on the last day of the hearing.

U. S. Gov't. Bought 27.5 Million Tons

The importance of Federal government purchases to the bituminous coal industry was graphically illustrated in an exhibit filed by George A. Lamb at the February 3-5 Walsh-Healey hearing at the Labor Department. The exhibit, which is reprinted below, shows that government coal purchases have more than doubled since the last prevailing wages were determined by Secretary of Labor James P. Mitchell.

Bituminous Coal Sales To U. S. Government

Agencies	1954 F/Y[1] tons	1957 F/Y tons
TVA	8,549,000[2]	20,374,877[4]
Defense Department	3,215,000	3,869,984
Atomic Energy Commission	100,000[3]	2,109,484[5/6]
Veterans Administration	695,000	507,155[6]
Post Office Department	160,000	150,000[7]
General Services	648,000	500,000[8]
TOTAL	13,367,000[2]	27,511,500[9]

[1]1954 F/Y data listed as given in George A. Lamb's testimony, February 3, 1955, (Pages 289-290 of the Walsh-Healey hearings record).

[2]"Contract and Spot purchases".

[3]Not including an additional 1,795,000 tons purchased by power companies having contracts to supply electric energy to AEC.

[4]Tons of coal received in fiscal year ending June 30, 1957.

[5]Consumption for the production of steam and electric generation.

[6]Estimated total of purchase contracts made during period April 1, 1957, March 31, 1958.

[7]Estimated total of contracts in F/Y ended June 30, 1957.

[8]Purchasing agents estimate of total contracts placed in F/Y ended June 30, 1957.

[9]Not including coal consumed by electric utilities suppliers. In calendar year 1956, Electric Energy, Inc., consumed 3,097,736 tons. Ohio Valley Electric Corp. and Indiana and Kentucky Electric Corp. consumed 6,988,630 tons.

Source: 1957 fiscal year data obtained from particular government agencies.

Exhibit No. 48

INTERESTS OF UMWA IN WEST KENTUCKY COAL CO. AND NASHVILLE COAL CO.

In Nashville Coal Co.:		
25,000 shs. (Chertsey Loan Collateral)	$ 2,625,000.00	
10,000 shs. (Sagamore Loan Collateral)	1,050,000.00	
10,000 shs. (Tower Loan Collateral)	1,050,000.00	
		$ 4,725,000.00
In West Kentucky Coal Co.:		
85,400 Common Shs. Owned	2,354,522.04	
50,000 Preferred Shs. Owned	2,500,000.00	
Pledge of Assets on Bank Loan	5,200,000.00	
90,600 shs. (Cyrus Eaton Loan Collateral)	2,513,895.18	
84,560 shs. (Chertsey Loan Collateral)	2,153,279.50	
84,912 shs (Sagamore Loan Collateral)	2,287,809.32	
25,300 shs. (Tower Loan Collateral)	443,223.90	
5,200 shs. (Tower Loan Collateral)	77,938.32	
1,300 shs. (Tower Loan Collateral)	18,847.04	
8,128 shs. (Tower Loan Collateral)	176,461.07	
20,000 shs. (Tower Loan Collateral)	491,430.00	
50,000 shs. (Colton Loan Collateral)	1,506,875.00	
25,000 shs. (Combs Loan Collateral)	1,006,875.00	
		20,731,156.37
TOTAL IN BOTH COMPANIES		25,456,156.37

Exhibit No. 72

STATEMENT OF CONDITION
OCTOBER 3, 1960

Washington's Oldest Bank
Organized 1809

THE NATIONAL BANK OF WASHINGTON
District of Columbia

Main Office, 14th and G Streets, N. W.
Washington, D.C.

Member Federal Reserve System
Member Federal Deposit Insurance Corporation

ADVISORY BOARD

JOSHUA EVANS, JR.
Chairman

JAMES W. ANDERSON
Retired

J. SCOTT APPLEBY
President, Plas-Tex Corporation

WILLIAM A. BARBER
Owner-Operator, Barber's Esso Station

DR. WALTER A. BLOEDORN
Physician

HERBERT C. BLUNCK
General Manager, The Statler-Hilton

EMORY H. BOGLEY
Attorney at Law

THOMAS P. BROWN
Real Estate

A. BRITTON BROWNE
Vice President
Randall H. Hagner & Company

CHARLES DELMAR
Vice Chairman of the Board
State Loan & Finance Corporation

WILLIAM H. DYER
Executive Vice President
Perpetual Building Association

HOWARD P. FOLEY
Chairman,
Howard P. Foley Company

LEOPOLD V. FREUDBERG
Insurance

WEBB C. HAYES, III
Attorney at Law

JOSEPH A. KAUFMANN
Attorney at Law

ROWLAND S. MARSHALL
President,
M. M. Parker Co., Inc.

ROBERT S. NASH
President, Metropolitan Warehouse Company

WILFRED B. PUTMAN
Retired

JOSEPH A. RAFFERTY
Attorney at Law

THOMAS E. RYAN, JR.
Comptroller, United Mine Workers of America Welfare and Retirement Fund

HORACE G. SMITHY
Retired

WALDO J. TASTET
President, Fries, Beall & Sharp Company

THOMAS K. TAYLOR
Vice President,
Trans World Airlines

JOHN J. WILSON
Attorney at Law

Exhibit No. 72—(Continued)

BOARD OF DIRECTORS

WILMER J. WALLER
Chairman

EDWARD C. BALTZ
President, Perpetual Building Association

CROSBY N. BOYD
Vice President and Treasurer The Evening Star Newspaper Company

CLARK M. CLIFFORD
Attorney at Law

BARNUM L. COLTON
President

EDWARD COSTIGAN
President, Corson and Gruman Company

RUTHERFORD J. DOOLEY
Senior Vice President

W. CARLTON EVANS
President, Washington Tobacco Company

NORMAN B. FROST
Attorney at Law

V. MANNING HOFFMAN
President, Firemen's Insurance Company

WELLY K. HOPKINS
Attorney at Law

ROBERT E. L. JOHNSON
Chairman of the Board, Woodward and Lothrop

A. D. LEWIS
Executive, United Mine Workers of America

DR. JOHN L. LEWIS
Physician

CHARLES H. MURCHISON
Attorney at Law

H. GABRIEL MURPHY
President, H. Gabriel Murphy Co., Inc., Insurance—Bonds

WILLIAM A. ROGERS, 2nd
President, Addison Chevrolet Sales, Inc. and Barry-Pate Motor Company, Inc

BENJAMIN T. ROME
President, George Hyman Construction Company

ROBERT P. SMITH
Attorney at Law

LEONARD P. STEUART
L. P. Steuart, Inc. and Imperial Investment Company

DR. J. LAWN THOMPSON, JR.
Physician

LEO A. WALSHE
President, P. J. Walshe, Inc., Real Estate

ROGER J. WHITEFORD
Attorney at Law

WASH B. WILLIAMS
President, American Sales Company

Exhibit No. 73

INTEREST OF UMWA IN NATIONAL BANK OF WASHINGTON, D. C. AS OF DATE OF COLTON DEPOSITION

Number of Shares			Dollar Amount Invested
287,884	1. Shares Owned by UMWA (July 1, 1958)		$ 9,067,984.62
	2. Shares Held As Collateral Under Notes By Barnum L. Colton:		
30,000	a. Note Dated March 15, 1954	$ 1,306,919.00	
153,607	b. Note Dated April 26, 1954	8,367,217.99	
91,803	c. Note Dated Sept. 15, 1955	2,754,105.00	
275,410	3. Total Shares Held As Collateral		12,428,241.99
563,294	4. Total Shares Owned Or Held As Collateral		$ 21,496,226.61
725,000	5. Total Bank of Washington Shares Outstanding		

Exhibit No. 92

Facts About TVA Steam Plants

Name	Location	Built By	Number of Units	Generator Rated Capacity Per Unit Kw.	Total Rated Capacity Kw.	Generator Capability Per Unit Kw.	Total Capability Kw.	Steam Gage Pressure Pounds Per Sq. Inch at Throttle	Steam Temperature Degrees Fahrenheit at Throttle	Boiler Capacity Pounds of Steam Per Hour Each	Estimated Annual Coal Use (Tons) at 80% Plant Load Factor[5]	Pounds of Coal Needed to Generate One Kwh. Basis: 12,000 BTU Per Lb. Net	Condensing Water Gallons Per Minute Total Plant	Construction Started	First Unit in Commercial Operation	Last Unit in Commercial Operation or Scheduled	Cost[1] Including Switchyard	Cost Per
Colbert	On Pickwick Lake, 12 mi. S.W. of Wilson Dam, Ala.	TVA	5	4 @ 180,000 1 @ 500,000[2]	1,220,000	4 @ 200,000 1 @ 500,000	1,300,000	4 @ 1800 1 @ 2400	5 @ 1050	4 @ 1,280,000 1 @ 3,900,000	3,600,000	4 @ 0.77 1 @ [3]	865,000	10-15-51	1-18-55	10-62	$174,104,000	
Gallatin	On Cumberland River, 5 mi. S.E. of Gallatin, Tenn.	TVA	4	2 @ 250,000 2 @ 275,000	1,050,000	2 @ 250,000 2 @ 275,000	1,050,000	2000	1050	2 @ 1,650,000 2 @ 1,960,000	3,000,000	Units 1- 2—0.77 Units 3- 4—0.76	582,400	5-11-53	11- 8-56	8- 9-59	139,408,000	
John Sevier	On Holston River 3 mi. S.E. of Rogersville, Tenn.	TVA	4	180,000	720,000	200,000	800,000	1800	1050	4 @ 1,280,000	2,900,000	0.77	454,800	10-14-52	7-12-55	10-31-57	105,953,000	
Johnsonville	On Kentucky Lake 12 mi. W. of Waverly, Tenn.	TVA	10	6 @ 112,500 4 @ 150,000	1,275,000	6 @ 125,000 4 @ 150,000	1,350,000	6 @ 1450 4 @ 2000	6 @ 1000 4 @ 1050	6 @ 1,000,000 4 @ 1,100,000	4,000,000	Units 1- 6—0.85 Units 7-10—0.77	1,029,800	5-12-49	10-27-51	8-20-59	170,032,000	
Kingston	On Watts Bar Lake, 2 mi. N.E. of Kingston, Tenn.	TVA	9	4 @ 135,000 5 @ 180,000	1,440,000	4 @ 150,000 5 @ 200,000	1,600,000	1800	@ 1000	4 @ 1,000,000 5 @ 1,280,000	4,300,000	Units 1- 4—0.78 Units 5- 9—0.77	967,000	4-30-51	2- 8-54	12- 2-55	193,446,000	
Paradise	On Green River near Paradise, Ky.	TVA	2	650,000[2]	1,300,000	700,000[4]	1,400,000	2400	1050	4,900,000	4,300,000	[3]	452,400	11- 2-59	9-62	7-63	182,000,000	
Shawnee	On Ohio River 10 mi. N.W. of Paducah, Ky.	TVA	10	135,000	1,350,000	150,000	1,500,000	1800	1000	10 @ 1,000,000	4,100,000	0.78	1,076,000	1- 6-51	1- 9-53	10-12-56	213,536,000	
Watts Bar	2/3 mi. Below Watts Bar Dam, 7 mi. S.E. Spring City, Tenn.	TVA	4	60,000	240,000	66,667	266,667	850	900	4 @ 600,000	730,000	0.95	280,000	8- 8-40	3-16-42	4- 8-45	19,821,000	
Widows Creek	On Guntersville Lake, 5 mi. S.W. Bridgeport, Ala.	TVA	7	6 @ 112,500 1 @ 500,000[2]	1,175,000	6 @ 125,000 1 @ 500,000	1,250,000	4 @ 1450 2 @ 1800 1 @ 2400	6 @ 1000 1 @ 1050	4 @ 1,000,000 2 @ 850,000 1 @ 3,850,000	3,600,000	Units 1- 4—0.84 Units 5- 6—0.79 Unit 7—0.75	842,400	3-28-50	7- 1-52	10-60	175,879,000	
Acquired																	**Excluding Switchyard**	
Hales Bar	At Hales Bar Dam, 5 mi. S.E. of Jasper, Tenn.	Acquired from TEP	2	20,000	40,000	21,000	42,000	365	725	3 @ 115,000 2 @ 170,000	184,000	1.25	80,000	—	1924	1924	3,512,000	
Wilson	In Nashville, Tenn.	TEP	6	1 @ 12,500 2 @ 3,000 1 @ 6,500 1 @ 3,000 1 @ 20,000	48,000	1 @ 15,625 2 @ 4,000 1 @ 8,125 1 @ 4,000 1 @ 23,600	59,350	175-200	485-550	12 @ 36,000 2 @ 160,000	388,000	2.00	95,000	—	1903	1926	3,073,000	
Nashville	Near Wilson Dam, 3 mi. from Sheffield, Ala.	War Dept.	5	3 (Aux.) @ 20,000 2 (Aux.) @ 2,000	64,000	—	65,000	55-275	310-584	12 @ 65,416	399,000	1.75	176,000	About 3- 1-18	1919	1919	772,000 (Rehabilitation and Additions)	

[1] Actual or estimated as shown in the budget program submitted to the Congress in January 1960 except: Paradise figure is latest estimate excluding interest during construction. Watts Bar is actual cost of completed plant, and acquired plant figures are 6-30-59 book values before depreciation and excluding switchyards.

[2] Under Construction.
[3] Not yet available.
[4] 740,000 Kw. for peaking purposes.
[5] Based on coal specified in boiler specifications.

Exhibit No. 92

Facts About TVA Steam Plants

Name	Built By	Number of Units	Generator Rated Capacity Per Unit Kw.	Total Rated Capacity Kw.	Generator Capability Per Unit Kw.	Total Capability Kw.	Steam Gage Pressure Pounds Per Sq. Inch at Throttle	Steam Temperature Degrees Fahrenheit at Throttle	Boiler Capacity Pounds of Steam Per Hour Each	Estimated Annual Coal Use (Tons) at 80% Plant Load Factor[5]	Pounds of Coal Needed to Generate One Kwh. Basis: 12,000 BTU Per. Lb. Net	Condensing Water Gallons Per Minute Total Plant	Construction Started	First Unit in Commercial Operation	Last Unit in Commercial Operation or Scheduled	Cost[1] Including Switchyard	Cost Per Kilowatt Basis: Total Capability
Major Steam Plants Built by TVA																	
Colbert	TVA	5	4 @ 180,000 1 @ 500,000[2]	1,220,000	4 @ 200,000 1 @ 500,000	1,300,000	4 @ 1800 1 @ 2400	5 @ 1050	4 @ 1,280,000 1 @ 3,900,000	3,600,000	4 @ 0.77 1 @ [3]	865,600	10-15-51	1-18-55	10-62	$174,104,000	$134
Gallatin	TVA	4	2 @ 250,000 2 @ 275,000	1,050,000	2 @ 250,000 2 @ 275,000	1,050,000	2000	1050	2 @ 1,650,000 2 @ 1,960,000	3,000,000	Units 1- 2—0.77 Units 3- 4—0.76	592,400	5-11-53	11- 8-56	8- 9-59	139,408,000	133
John Sevier	TVA	4	180,000	720,000	200,000	800,000	1800	1050	4 @ 1,280,000	2,000,000	0.77	454,600	10-14-52	7-12-55	10-31-57	105,953,000	132
Johnsonville	TVA	10	6 @ 112,500 4 @ 150,000	1,275,000	6 @ 125,000 4 @ 150,000	1,350,000	6 @ 1450 4 @ 2000	6 @ 1000 4 @ 1050	6 @ 1,000,000 4 @ 1,100,000	4,000,000	Units 1- 6—0.85 Units 7-10—0.77	1,029,600	5-12-49	10-27-51	8-20-59	170,032,000	126
Kingston	TVA	9	4 @ 135,000 5 @ 180,000	1,440,000	4 @ 150,000 5 @ 200,000	1,600,000	1800	@ 1000	4 @ 1,000,000 5 @ 1,280,000	4,300,000	Units 1- 4—0.78 Units 5- 9—0.77	967,000	4-30-51	2- 8-54	12- 2-55	198,446,000	124
Paradise	TVA	2	650,000[2]	1,300,000	700,000[4]	1,400,000	2400	1050	4,900,000	4,300,000	[3]	452,400	11- 2-59	9-62	7-63	182,000,000	130
Shawnee	TVA	10	135,000	1,350,000	150,000	1,500,000	1800	1000	10 @ 1,000,000	4,100,000	0.78	1,076,000	1- 6-51	1- 9-53	10-12-56	213,536,000	142
Watts Bar	TVA	4	60,000	240,000	66,667	266,667	850	900	4 @ 600,000	730,000	0.95	280,000	8- 8-40	3-16-42	4- 8-45	19,821,000	74
Widows Creek	TVA	7	6 @ 112,500 1 @ 500,000[2]	1,175,000	6 @ 125,000 1 @ 500,000	1,250,000	4 @ 1450 2 @ 1800 1 @ 2400	6 @ 1000 1 @ 1050	4 @ 1,000,000 2 @ 850,000 1 @ 3,850,000	3,600,000	Units 1- 4—0.84 Units 5- 6—0.79 Unit 7—0.75	842,400	3-28-50	7- 1-52	10-60	175,879,000	141
																Excluding Switchyard	
Acquired																	
Hales Bar	Acquired from TEP	2	20,000	40,000	21,000	42,000	365	725	3 @ 115,000 2 @ 170,000	184,000	1.25	80,000	——	1924	1924	3,512,000	——
Nashville	TEP	6	1 @ 12,500 2 @ 3,000 1 @ 6,500 1 @ 3,000 1 @ 20,000	48,000	1 @ 15,625 2 @ 4,000 1 @ 8,125 1 @ 4,000 1 @ 23,600	59,350	175-200	485-550	12 @ 36,000 2 @ 160,000	388,000	2.00	95,000	——	1903	1926	3,073,000	——
Wilson	War Dept.	5	3 (Aux.) @ 20,000 2 (Aux.) @ 2,000	64,000	——	65,000	55-275	310-584	12 @ 65,416	399,000	1.75	176,000	About 3- 1-18	1919	1919	772,000 (Rehabilitations and Additions)	——

May 1960

n in the budget program submitted to the Congress
radise figure is latest estimate excluding interest
Bar is actual cost of completed plant, and acquired
k values before depreciation and excluding switch-

[2]Under Construction.
[3]Not yet available.
[4]740,000 Kw. for peaking purposes.
[5]Based on coal specified in boiler specifications.

Exhibit No. 92

Exhibit No. 98

Phillips Bros. Coal Company

	Contract Number	Bid Price	Sales Commission	Net Price	Kingston Tons	Kingston Cost	John Sevier Tons	John Sevier Cost	Kingston Av. BTU Cost All Awards	John Sevier Av. BTU Cost All Awards
1956									.2153	.2105
Jan.									.2208	.2112
Feb.									.2303	.2135
Mar.	S172	4.49	.34	4.15	600	.2349			.2343	.2165
Apr.	S286	4.49	.34	4.15	1000	.2349			.2335	.2188
May	S441	4.49	.34	4.15	1500	.2349			.2152	.2165
June	S327	4.30	.35	4.05	1500	.2273				
	S562	3.85	.20	3.65	1500	.2084			.2049	.2108
July	S67	3.72	.20	3.52	1500	.2042			.2006	.2097
Aug.	S132	3.60	.15	3.45	1500	.1954			.1950	.2031
Sept.	S236	3.52	.15	3.37	1000	.1982			.1944	.2005
Oct.					1000	.1947			.1954	.2009
Nov.	S344	3.62	.15	3.47	1000	.1987			.1943	.2033
Dec.	S430	3.52	.15	3.37	1000	.1952				
1957										
Jan.					1000	.1940		.2021	.1955	.2030
Feb.									.1961	.2029
Mar.	S152	3.57	.15	3.42		.1962	1000	.2043	.1904	.2022
					1000	.1962		.2043		
Apr.	S272	3.25	—	3.25	450	.1849		.1930	.1870	.1986
	S272	3.25	—	3.25	1500	.1851		.1933		
May	S330	3.25	—	3.25		.1851	1500	.1933	.1898	.1968
	S330	3.30	—	3.30		.1892	1500	.1933		
June	S432	3.30	—	3.30		.1892	1500	.1933	.1917	.1962
July	S40	3.44	—	3.44		.1949	1500	.1980	.1923	.1973
Aug.	S84	3.25	—	3.25		.1872	1500	.1912	.1850	.1920
Sept.	S251	3.00	—	3.00	500	.1770			.1796	.1848
Oct.	S304	3.05	.15	2.90		.1790	1500	.1831	.1792	.1857
Nov.	S355	2.98	.15	2.83		.1762	1500	.1803	.1790	.1851
	S355	2.95	.15	2.80	1400	.1750		.1790		
Dec.	S474	3.07	.15	2.92	1000	.1798		.1839	.1825	.1863
1958										
Jan.									.1871	.1900
Feb.	S100				620	.1897			.1881	.1922
Mar.	S167	3.18	.15	3.03	1000	.1874		.1915	.1891	.1917
	S167	3.18	.15	3.03	1500	.1874		.1915		
	S219				720	.1857				
Apr.	S308	3.20	.15	3.05	1500	.1882		.1923	.1893	.1922
	S329				1000	.1894				
May					1000	.1917			.1902	.1933
	S501	3.19	.15	3.04	2000	.1906				
					800	.1917				
June					750	.1914		.1955	.1895	.1903
	S595	3.19	.15	3.04	750	.1898		.1940		
July	S294	3.15	.15	3.00	2000	.1922		.1923	.1864	.1883
	S294	3.44	.29	3.15	750	.1847		.1886		
Aug.									.1839	.1868
Sept.									.1855	.1862
Oct.									.1845	.1849
Nov.									.1804	.1851
Dec.									.1831	.1878

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 99

	Av. BTU Cost Per Month Eastern Plts.	Av. BTU Cost Per Month TVA System	Av. BTU Cost Per Year Eastern Plts.	Av. BTU Cost Per Year TVA System
Jan.	$.2718	$.1960		
Feb.	.2164	.1994		
Mar.	.2717	.2038		
Apr.	.2242	.2064		
May	.2245	.2055		
June	.2173	.2005		
July	.2099	.1967		
Aug.	.2054	.1945		
Sept.	.2000	.1921		
Oct.	.1973	.1897		
Nov.	.1965	.1897		
Dec.	.1988	.1913		
			$.2103	$.1971
Jan.	$.1993	$.1888		
Feb.	.1995	.1888		
Mar.	.1963	.1866		
Apr.	.1928	.1855		
May	.1933	.1863		
June	.1940	.1875		
July	.1948	.1879		
Aug.	.1885	.1833		
Sept.	.1822	.1803		
Oct.	.1825	.1807		
Nov.	.1821	.1804		
Dec.	.1844	.1812		
			$.1908	$.1848
Jan.	$.1886	$.1823		
Feb.	.1902	.1812		
Mar.	.1904	.1812		
Apr.	.1908	.1809		
May	.1918	.1811		
June	.1899	.1783		
July	.1874	.1767		
Aug.	.1853	.1754		
Sept.	.1859	.1746		
Oct.	.1847	.1733		
Nov.	.1828	.1736		
Dec.	.1855	.1767		
			$.1878	$.1779

Exhibit No. 100

	Total Tons Per Year Eastern Plts.	Total Tons Per Year Western Plts.
1956	2074061	1906490
1957	1605384	2549001
1958	1478651	2506588

Exhibit No. 101

PITTSBURG - MIDWAY MINES

PARADISE MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.			10000	.1786				.1825
Feb.			12000	.1799				.1838
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1957								
Jan.			15000	.1782				.1840
Feb.	15000			.1770				.1830
			15000	.1735				.1796
Mar.								
Apr.								
May								
June								.1856
July			12000	.1795				.1820
Aug.				.1759			12000	.1820
Sept.				.1759			15000	.1820
Oct.				.1763			15000	.1824
Nov.			15000	.1763				.1824
Dec.				.1759			20000	.1820
1958								
Jan.	20000			.1759				.1798
				.1759			20000	.1798
				.1724			20000	.1763
Feb.				.1715				.1755
Mar.	20000			.1707			20000	.1746
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.				.1673			15000	.1690
Dec.								

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 101—(Continued)

PITTSBURG - MIDWAY MINES

	COLONIAL MINE							
	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1957								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.		.1574		.1729	10000	.1876		
1958								
Jan.		.1595		.1987	10000	.1918		
Feb.	10000	.1543		.1720		.1870		
	10000	.1544		.1716		.1866		
	10000	.1544		.1716		.1866		
	10000	.1531		.1703		.1833		
Mar.		.1518		.1990	10000	.1840		
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 101—(Continued)

PEABODY MINES

VOGUE MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.		.1693		.1780	10000	.1894		.1890
Oct.		.1688	12000	.1776		.1890		.1885
Nov.								
Dec.								
1957								
Jan.		.1665		.1770	10000	.1883		.1840
	10000	.1818		.1923		.2037		.1993
Feb.	12000	.1665		.1770		.1883		.1940
Mar.	10000	.1665		.1770		.1883		.1840
	10000	.1665		.1770		.1883		.1840
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1958								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 101—(Continued)

PEABODY MINES

SKIBO MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.		.1693		.1780	10000	.1894		
Oct.								
Nov.								
Dec.								
1957								
Jan.		.1665	10000	.1770		.1883		
	10000	.1818		.1923		.2037		.1993
Feb.	10000	.1665		.1770		.1883		
Mar.								
Apr.								
May								
June								
July								
Aug.	10000	.1905		.2067		.2212		
Sept.								
Oct.								
Nov.								
Dec.								
1958								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 101—(Continued)

PEABODY MINES

GRAHAM MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1957								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July	10000	.1905		.2063		.2267		
Aug.								
Sept.	10000	.1883		.2045		.2190		
Oct.								
Nov.								
Dec.								
1958								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								

Exhibit No. 102

WEST KENTUCKY & NASHVILLE COAL COMPANY

ATKINSON MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.	10000	.1874		.1983		.2101		.2027
	10000	.1874		.1983		.2101		.2027
Mar.	15000	.1875		.1983		.2100		
	10000	.1875		.1983		.2100		.2026
Apr.	10000	.1875		.1983		.2100		.2026
	10000	.1875		.1974		.2091		.2026
May	10000	.1875		.1974		.2091		.2026
	15000	.1875		.1974		.2091		.2091
June	15000	.1875		.1974		.2091		.2026
	15000	.1853		.1953		.2069		.2048
July	10000	.1853		.1948		.2065		.2048
Aug.	10000	.1853		.1948		.2065		.2048
	10000	.1853		.1944		.2056		.2048
Sept.	10000	.1887		.1978		.2090		.2081
	10000	.1852		.1939		.2051		.2047
Oct.	15000	.1831		.1917		.2030		
	10000	.1972		.2058		.2171		.2166
Nov.	10000	.1950		.2037		.2149		.2145
	16000	.1896		.1972		.2084		.2080
Dec.	15000	.1887		.1973		.2085		.2081
	10000	.1887		.1973		.2085		.2081
1957								
Jan.	10000	.1887		.1990		.2103		.2059
Feb.	10000	.1887		.1990		.2103		.2059
	10000	.1822		.1925		.2038		.1995
	20000	.1778		.1882		.1995		.1951
Mar.	20000	.1732		.1837		.1950		.1907
	20000	.1732		.1837		.1950		.1907
	10000	.1732		.1837		.1950		.1907
Apr.	10000	.1732		.1828		.1942		.1907
	10000	.1732		.1828		.1942		.1907
	10000	.1732		.1828		.1942		.1907
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1958								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								

Exhibit No. 102—(Continued)

WEST KENTUCKY & NASHVILLE COAL COMPANY

HOMESTEAD MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July	10000	.1935		.2034		.2154		.2136
Aug.								
Sept.								
Oct.								
Nov.	10000	.1966		.2055		.2172		.2167
Dec.								
1957								
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1958								
Jan.								
Feb.	10000	.1513		.1689		.1842		.1739
	18000	.1513		.1689		.1842		
		.1513		.1689	26000	.1842		
Mar.	26000	.1513		.1689		.1842		
Apr.		.1513	26000	.1680		.1833		
May		.1513	15000	.1680		.1833		
	10000	.1513		.1680		.1746		
	20000	.1513		.1680		.1746		.1759
June	21000	.1513		.1680		.1746		.1759
		.1481		.1648		.1714	22000	.1727

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 102—(Continued)

EAST DIAMOND MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.	12000	.1880		.1985		.2100		.2028
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1957								
Jan.								
Feb.	10000	.1722		.1824		.1934		.1891
Mar.								
Apr.								
May								
June								
July		.1582		.1734	10000	.1874		.1814
Aug.		.1582		.1738		.1878	10000	.1814
Sept.		.1582	10000	.1738		.1878		.1814
	10000	.1582		.1738		.1878		.1814
Oct.		.1582	10000	.1734		.1874		.1814
		.1582		.1734	10000	.1874		.1814
Nov.		.1582		.1734	10000	.1874		.1814
		.1557	10000	.1709		.1852		.1814
Dec.		.1557		.1709		.1852	10000	.1814
		.1557	10000	.1726		.1869		.1793
1958								
Jan.								
		.1557		.1726		.1874	10000	.1793
Feb.	10000	.1557		.1726		.1874		.1793
	10000	.1537		.1726		.1884		.1793
		.1527		.1696		.1844	10000	.1764
Mar.	10000	.1527		.1696		.1844		.1764
		.1527	10000	.1688		.1836		.1764
Apr.	10000	.1527		.1688		.1836		.1764
May		.1527		.1688	10000	.1836		.1764
June								

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 102—(Continued)

UNIONTOWN MINE

	Shawnee		Johnsonville		Colbert		Gallatin	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.								
Feb.								
Mar.								
Apr.								
May								
June								
July								
Aug.								
Sept.								
Oct.								
Nov.								
Dec.								
1957								
Jan.								
Feb.								
Mar.	12000					.2180		
	12000					.2180		
	12000					.2180		
	30000					.1961		
Apr.	30000					.1961		
	30000					.1961		
	30000					.1961		
May								
June								
July								
Aug.								
Sept.	60000	.1675		.1739		.1804		
	60000	.1668						
	18000	.1658						
Oct.	60000	.1668						
	60000	.1668						
	60000	.1668						
	18000	.1649						
Nov.	60000	.1651						
	60000	.1649						
	18000	.1649						
	30000	.1649						
	30000	.1649						
Dec	30000	.1649						
	30000	.1616						
	30000	.1616						
1958								
1958								
Jan.	50000	.1509						
	50000	.1509						
	50000	.1509						
	50000	.1586						
Feb.	30000	.1777						
Mar.	30000	.1777						
	50000	.1586						
Apr.								
May								
June								

[NOTE: Underscoring indicates award on bid.]

Exhibit No. 103

DEBARDELEBEN COAL CORP.

	Shawnee		Johnsonville		Colbert		Gallatin		Widows Ck.	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.	10000					$.3176				
	10000					.3176				
Feb.	10000					.3136				
	10000					.3176				
Mar.	10000					.3176				
	10000					.3176				
Apr.	10000					.3176				
	10000					.3176				
May	10000					.3176				
	10000					.3176				
June	10000					.3176				
	10000					.3176				
July	10000					.3176				
	10000					.3176				
Aug.	10000					.3176				
	10000					.3501				
Sept.	10000					.3501				
Oct.	10000					.3501				
	10000					.3457				
Nov.	10000					.3675				
Dec.	10000					.3676				
	10000					.3676				
Total Tons Offered	220000									
Av. B.T.U. Cost Offered						$.3299				
1957										
Jan.	10000					$.3675				
Feb.										
Mar.	10000					.3675				
Apr.	10000					.3735				
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total Tons Offered	30000									
Av. B.T.U. Cost Offered						$.3695				
1958										
Jan.										
Feb.										
Mar.										
Apr.										
May										
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.										
Total Tons Offered										
Av. B.T.U. Cost Offered										

Exhibit No. 103—(Continued)

TRUAX-TRAER COAL COMPANY

	Shawnee		Johnsonville		Colbert		Gallatin		Widows Ck.	
1956	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost	Tons	Cost
Jan.										
Feb.										
Mar.	10000	$.1997								
	10000	.1997								
Apr.	10000	.2040								
	10000	.2040								
May	10000	.2040								
	10000	.2040								
June	10000	.2040								
	10000	.2040								
July	10000	.2040								
	10000	.2040								
Aug.	10000	.2040								
	10000	.2040								
Sept.	15000	.2040								
Oct.	15000	.2040								
	15000	.2132								
Nov.	20000	.2132								
Dec.										
Total Tons Offered	185000									
Av. B.T.U. Cost Offered		$.2046								
1957										
Jan.	20000	$.2088		$.2193		$.2306				$.2488
Feb.	20000	.2088								
Mar.	20000	.2088								
	20000	.2088		.2193		.2306				.2488
Apr.	20000	.2132								
May	20000	.2023								
June	20000	.2067								
July	20000	.2067								
Aug.	20000	.2067								
Sept.	20000	.2067								
Oct.	20000	.2067								
Nov.	20000	.2067								
Dec.	30000	.2040								
Total Tons Offered	270000									
Av. B.T.U. Cost Offered		$.2073		$.2193		$.2306				$.2488
1958										
Jan.										
Feb.	20000	$.2040								
Mar.	20000	.2040								
Apr.	20000	.2040								
May	20000	.2040								
June										
July										
Aug.										
Sept.										
Oct.										
Nov.										
Dec.	10000	.2036								
Total Tons Offered	90000									
Av. B.T.U. Cost Offered		$.2039								

Exhibit No. 104

1956	Company Awarded Term Contract	Destination	Term	Tons Per Wk.	Cost Per Million BTU	Av. Spot Cost This Plant This Month
Mar. 15	Clinchfield Fuel Co.,	John Sevier	18 Mo.	5000	$.2120	$.2135
Mar. 15	Clinchfield Fuel Co.,	John Sevier	15 Mo.	3800	.2179	.2135
Mar. 15	Clinchfield Fuel Co.,	John Sevier	12 Mo.	5000	.2216	.2135
July 12	Southern Coal Co., Inc.,	Colbert	36 Mo.	1000	.2067	.1889
July 12	Southern Coal Co., Inc.,	Colbert	36 Mo.	1100	.2068	.1889
July 12	Nashville Coal Co.,	Johnsonville	36 Mo.	1500	.1954	.1776
July 12	West Kentucky Co.,	Shawnee	36 Mo.	3000	.1853	.1666
Oct. 5	Island Creek Coal Sales,	Kingston	12 Mo.	700	.2147	.1944
Dec. 31	Nashville Coal Co.,	Gallatin	12 Mo.	1500	.2036	.1860
Dec. 31	Pittsburg-Midway,	Colbert	24 Mo.	4500	.2055	.1885
Dec. 7	Inter Mountain Coals,	Kingston	12 Mo.	5000	.2188	.1943
Dec. 7	Inter Mountain Coals,	Kingston	13 Mo.	5000	.2188	.1943
1957						
Apr. 22	Island Creek Coal Co.,	John Sevier	12 Mo.	1000	.2190	.1986
Apr. 4	Pittston-Clinchfield,	John Sevier	12 Mo.	4000	.2214	.1986
July 8	Pittston-Clinchfield,	Kingston	6 Years	7500	.2099	.1923
Sept. 19	Peabody-Southern,	Johnsonville	36 Mo.	1500	.1891	.1762
Sept. 19	Peabody-Southern,	Johnsonville	36 Mo.	1500	.1891	.1762
Sept. 19	Peabody-Southern,	Johnsonville	36 Mo.	2000	.1891	.1762
Sept. 19	Peabody-Southern,	Johnsonville	36 Mo.	1500	.1886	.1762
Dec. 20	West Kentucky,	Colbert	15 Mo.	3000	.1989	.1891
Dec. 20	Nashville Coal Co.,	Johnsonville	15 Mo.	2000	.1846	.1753
Dec. 20	West Kentucky,	Shawnee	36 Mo.	1000	.1682	.1611
Dec. 20	Nashville Coal Co.,	Shawnee	36 Mo.	4000	.1682	.1611
1958						
Mar. 31	Pittsburg-Midway,	Johnsonville	36 Mo.	2500	.1808	.1680
June 20	Nashville Coal Co.,	Johnsonville	24 Mo.	6000	.1773	.1658
June 20	Island Creek,	Kingston	12 Mo.	792	.1984	.1895
Nov. 6	Pittsburg-Midway,	Johnsonville	36 Mo.	2000	.1780	.1621
1959						
Jan. 9	Island Creek,	Kingston	12 Wks.	1000	.2022	.1850
Mar. 6	Pittston-Clinchfield,	John Sevier	18 Mo.	10000	.2048	.1926
May 28	Pittston-Clinchfield,	John Sevier	18 Mo.	10000	.1993	.1946
May 28	West Kentucky,	Gallatin	18 Mo.	5000	.1895	.1746
Sept. 30	Peabody Coal Co.,	Shawnee	5 Years	20000	.1884	.1529
Sept. 17	West Kentucky,	Shawnee	15 Years	16347	.1874	.1529
Sept. 17	Inter Mountain,	Kingston	5 Years	5000	.2252	.1969
Sept. 17	Ky.-Oak Coal Co.,	Kingston	10 Years	8500	.2136	.1969
Oct. 30	Ky.-Oak Coal Co.,	Kingston	36 Mo.	4000	.2136	.1960

An award on Oct. 1, 1959 to Peabody Coal Co., calling for 65000000 tons, the largest award ever made by TVA for the proposed new steam plant at Paradise Ky. is not listed in this comparison since there has been no spot awards for this plant with which to compare this term award.

Exhibit No. 107

TVA WEIGHTED AVERAGES

	1954		1955		1956		1957		1958	
	Kingston	John Sevier	Kingston	John Sevier	Kingston	John Sevier	Kingston	John Sevier	Kingston	John Sevier
January			.1709		.2153	.2105	.1955	.2030	.1871	.1900
February	.1760		.1723		.2208	.2112	.1961	.2029	.1861	.1922
March	.1723		.1728	.1895	.2203	.2135	.1904	.2022	.1891	.1917
April	.1745		.1732	.1842	.2343	.2165	.1870	.1986	.1893	.1922
May	.1745		.1733	.1890	.2335	.2188	.1898	.1968	.1902	.1933
June	.1665		.1740	.1895	.2152	.2165	.1917	.1962	.1895	.1903
July	.1659		.1731	.1826	.2049	.2108	.1923	.1973	.1864	.1883
August	.1645		.1762	.1945	.2006	.2097	.1850	.1920	.1839	.1866
September	.1657		.1802	.2033	.1950	.2031	.1796	.1848	.1855	.1862
October	.1646		.1845	.2048	.1944	.2005	.1792	.1857	.1845	.1849
November	.1647		.1967	.2045	.1954	.2009	.1790	.1851	.1801	.1851
December	.1646		.1969	.2045	.1943	.2033	.1825	.1863	.1831	.1878

Exhibit No. 110

Purchase Order from
TAMPA ELECTRIC COMPANY

December 23, 1957

To Love & Amos Coal Company
P. O. Box 1112
Nashville, Tennessee

Ship to Gannon Station
Bill to Tampa Elec. Co., Purchasing Dept.
Ship Via P. O. Box 111, Tampa 1, Florida

This replaces our Purchase Order No. 15061 dated August 29, 1957:

Coal requirements for our Gannon Station approximately as follows:

Year 1958— 350,000 tons
Year 1959— 700,000 tons
Year 1960— 700,000 tons
Year 1961—1,000,000 tons

To increase as required to about 2,250,000 tons per year. Coal to have a minimum heat value equal to your Osborne mine coal and to be suitable for firing in our B & W cyclone burners. This order is contingent on a freight rate not to exceed $4.65 per ton. Price—$4.15 per ton.

Cancellable on 12 months notice by supplier or purchaser. In the event West Kentucky Coal Company should begin to perform under our original contract with Nashville Coal Company this agreement will terminate forthwith.

Exhibit No. 111

TAMPA ELECTRIC CO.

1959		1960	
Jan.	1773440	Jan.	5226490
Feby.	2787960	Feby.	4226640
Mch.	3485665	Mch.	2266255
Apr.	4283815	Apr.	2428550
May	5791890	May	2272590
June	2650035	June	883290
July	3156980	July	978465
Aug.	3203430	Aug.	1113230
Sept.	3507915	Sept.	1225815
Oct.	4217805	Oct.	1395200
Nov.	7756905	Nov.	1381590
Dec.	4086420	Dec.	1805285
Total	47602260		25203400

1961	
Jan.	1482090
Feby.	1574340
Mch.	1806625
	4863055

Exhibit No. 115

UNITED STATES
TONS OF COAL FOR STEAM-ELECTRIC UTILITIES

1951	NA
1952	104,193,000
1953	113,017,000
1954	113,897,000
1955	136,587,000
1956	153,490,000
1957	158,449,000
1958	152,514,000

TENNESSEE
TONS OF COAL FOR STEAM-ELECTRIC UTILITIES

1951	1,103,000
1952	1,937,000
1953	3,164,000
1954	3,835,000
1955	5,821,000
1956	8,460,000
1957	9,351,000—Cost $4.81
1958	9,043,000

VIRGINIA
TONS OF COAL FOR STEAM-ELECTRIC UTILITIES

1951	3,440,000
1952	3,319,000
1953	3,310,000
1954	3,259,000
1955	3,563,000
1956	3,993,000
1957	4,361,000—Cost $8.75
1958	4,742,000

TOP SIX STATES
IN USE OF STEAM-ELECTRIC UTILITY COAL, 1957

State	Coal Produced	Utility Use	Cost
New York	—	13,038,000	9.89
Pennsylvania	85,713,456	17,562,000	6.53
Illinois	45,932,114	18,057,000	5.43
Ohio	37,869,791	19,027,000	5.56
Indiana	16,149,310	12,761,000	4.91
Tennessee	7,052,844	9,351,000	4.81

Exhibit No. 117

	National Average Price (Ton) F.O.B. Mine	Excess National Average Price Over Phillips Average Price	Phillips Rail Tons	Excess of National Average Over Phillips Price X Tons
1956	$4.82	.90	14,128.70	$12,715.83
1957	$5.08	1.87 2/3	19,717.67	$37,003.49
1958	$4.86	1.72 2/3	25,603.03	$44,207.90

Exhibit No. 118

THICKNESS OF BITUMINOUS COAL AND LIGNITE SEAMS

The Bureau of Mines compiled and published detailed data on thickness of seams for coal mines in 1955.[2] Because of the importance of seam thickness in mining, these data for 1955 follow. See also figure 1.

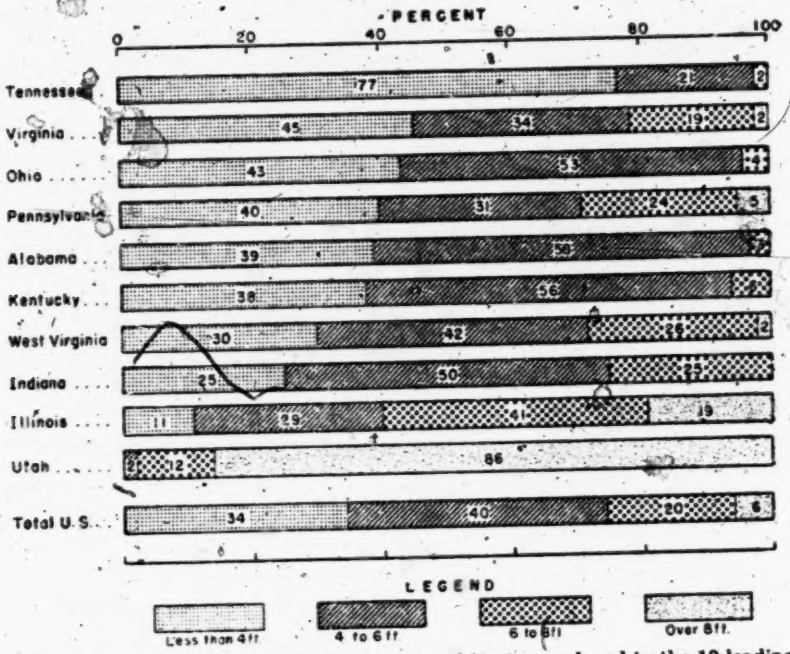


FIGURE 1.—Percentage of bituminous coal and lignite produced in the 10 leading coal-producing States and total United States, 1955, by thickness of seams mined.

[2] Young, W. H., and Anderson, R. L., Thickness of Bituminous-Coal and Lignite Seams at All Mines, and Thickness of Overburden at Strip Mines in the United States in 1955: Bureau of Mines Inf. Circ. 7812, 1957, 11 pp.

TABLE 29.—Summary of method of haulage from bituminous coal and lignite strip mines to tipple or ramp, in the United States, 1958, by States

State	Strip mines reporting method of haulage							Strip mines not reporting method of haulage—production (net tons)	Total strip production (net tons)
	Strip mines using trucks				Strip mines using rail, rail and truck, truck and train—production (net tons)	Production of strip mines reporting			
	Production (net tons)	Number of trucks	Average capacity per truck (net tons)	Average distance hauled (miles)		Quantity (net tons)	Percentage of total strip production		
Alabama	2,320,503	112	15.3	4.2		2,320,503	87.6	327,791	2,648,294
Alaska	557,836	42	14.8	3.3		557,836	100.0		557,836
Arkansas	279,345	37	7.9	3.4		279,345	100.0		279,345
Colorado	396,405	21	18.2	2.7		396,405	93.8	26,370	422,775
Illinois	19,753,672	393	25.6	3.3		19,753,672	96.3	768,309	20,521,981
Indiana	10,051,249	169	27.0	3.4		10,051,249	97.4	268,141	10,319,390
Iowa	889,051	72	9.8	4.8		889,051	95.8	38,606	927,657
Kansas	806,135	25	19.3	2.3		806,135	99.0	8,069	814,204
Kentucky	15,720,119	492	14.4	3.3		15,720,119	85.9	2,581,981	18,302,100
Maryland	311,902	42	14.2	5.9		311,902	63.4	180,409	492,311
Missouri	2,053,280	70	25.9	3.3		2,053,280	82.8	425,735	2,479,015
Montana:									
Bituminous	7,600	5	6.4	.3	19,241	26,841	100.0		26,841
Lignite	75,667	5	13.0	.7		75,667	97.0	2,319	77,986
Total Montana	82,667	10	10.0	.7	19,241	101,908	97.8	2,319	104,227
New Mexico	17,605	4	5.8	.8		17,605	100.0		17,605
North Dakota (lignite)	2,226,542	84	13.7	2.3		2,226,542	96.4	84,207	2,310,749
Ohio	17,990,567	757	15.0	6.1		17,990,567	82.7	3,768,778	21,759,345
Oklahoma	1,190,483	86	11.2	5.2		1,190,483	94.4	70,434	1,260,917
Pennsylvania	15,589,524	1,831	11.4	5.5		15,589,524	79.1	4,126,320	19,715,844
South Dakota (lignite)	19,571	3	6.0	.5		19,571	100.0		19,571
Tennessee	163,033	24	8.8	10.4		163,033	8.3	1,805,854	1,968,887
Virginia	1,386,961	103	10.9	5.3		1,386,961	79.8	351,963	1,738,924
Washington	4,880	2	10.0	1.0		4,880	100.0		4,880
West Virginia	6,166,644	745	13.5	6.4		6,166,644	74.2	2,143,774	8,310,418
Wyoming	1,245,702	27	28.3	1.9		1,245,702	98.4	19,750	1,265,452
Total	99,223,676	5,151	14.5	4.4	19,241	99,242,917	85.4	16,998,870	116,241,787

TABLE 25.—Number and production of bituminous coal and lignite strip mines and units of stripping and loading equipment in use in the United States, 1958, by States

State	Number of strip mines	Production (net tons)	Number of power shovels and dragline excavators: By type of power: Electric	Diesel electric	Diesel	Gas	Steam	By capacity of dipper or bucket: Less than 3 cubic yards	3-5 cubic yards	6-12 cubic yards	More than 12 cubic yards	By type of machine: Power shovels	Dragline excavators	Total	Number of carryall-scrapers	Number of bull-dozers
Alabama	35	2,648,294	14	13	61	1		62	12	12	3	69	20	89	6	87
Alaska	7	557,836			14	1		14	1			14	1	15	7	23
Arkansas	8	279,345	1	2	10			7	3	2	1	7	6	13	3	15
Colorado	7	422,775	1	1	8			6	1	2	1	5	5	10	5	11
Illinois	78	20,521,981	98	14	70	9		52	50	45	44	121	70	191	1	115
Indiana	41	10,319,390	46	10	50	19		50	37	18	20	70	55	125	6	82
Iowa	30	927,657	3		41	19		45	13	5		33	30	63	3	40
Kansas	13	814,204	6	3	10	2	1	13	4	2	3	14	11	22	1	16
Kentucky:																
Eastern	95	2,066,319	5	2	108	4		104	14	1		118	1	119	3	86
Western	70	16,235,781	35	8	99	3		70	35	23	17	104	41	145	2	109
Total Kentucky	165	18,302,100	40	10	207	7		174	49	24	17	222	42	264	5	194
Maryland	32	492,311			40	10		43	6	1		40	10	50		38
Missouri	25	2,479,015	16	4	16	7	2	20	9	5	11	30	15	45	1	25
Montana:																
Bituminous	3	26,241	3			1		1		1	2	3	1	4		2
Lignite	4	77,986	1		1	2		2	1	1		3	1	4	1	3
Total Montana	7	104,227	4		1	3		3	1	2	2	6	2	8	1	5
New Mexico	3	17,605			1	1		2				2		2		2
North Dakota (lignite)	36	2,310,809	20	4	15	15		35	8	10	1	45	9	54	22	36
Ohio	278	21,759,345	46	39	444	85		441	99	51	23	489	125	614	47	499
Oklahoma	14	1,260,917	5	5	16		1	23	6	4	4	48	9	27		12
Pennsylvania	565	19,715,844	10	119	1,109	107		1,057	200	79	9	969	376	1,345	24	533
South Dakota (lignite)	1	19,571		1	1	1		2	1			1	2	3	1	1
Tennessee	70	1,968,887		3	106	8		102	14	1		113	4	117	4	69
Virginia	42	1,738,924		10	44	6		50	9	1		60		60	9	49
Washington	1	4,880														1
West Virginia	177	8,310,418	1	33	336	12		348	62	9	3	366	16	382	16	322
Wyoming	8	1,265,452	4	2	7	2	1	6	6	2		13	3	16	12	12
Total	1,646	116,241,787	318	273	2,607	315	5	2,507	591	275	142	2,704	811	3,515	173	2,473

Tennessee Mines

Number and Production By Class

Year	CLASS 1 500,000 Tons And Over	CLASS 2 200,000 To 500,000 Tons	CLASS 3 100,000 To 200,000 Tons	CLASS 4 50,000 To 100,000 Tons	CLASS 5 10,000 To 50,000 Tons	CLASS 6 Less Than 10,000 Tons	TOTAL Mines — Production
1955	None	5 — 1,459,512	9 — 1,372,395	14 — 927,094	90 — 1,846,555	386 — 1,447,288	504 — 7,052,844
1959	None	5 — 1,579,617	2 — 222,596	12 — 771,766	103 — 2,086,678	358 — 1,252,067	480 — 5,912,724

Exhibit No. 123

Supplementary Summary Chart of

Exhibit No. 113

State	Delivered Price	Utility Tonnage
Tennessee	$4.81	9,351,000
Alabama	4.71	6,481,000
West Virginia	4.29	6,296,000
Kentucky	4.25	6,687,000

Exhibit No. 138

TERREO BLOCK COMPANY
Eccles, West Virginia

January 6, 1955

Bureau of Information
Washington, D. C.

Dear Sir;

Will you please inform me where that I can get information about the eligibility of requirements to receive a pension from the United Mine Workers Welfare and Retirement Fund;

I understand that there is a book of regulations on this but I do not know where to purchase it from,

Will you please advise;

/s/ Clem Terreo

* * *

January 18, 1955

Mr. Clem Terreo
Terreo Block Company
Box 134
Eccles, West Virginia

Dear Mr. Terreo:

Your letter of January 6, 1955 addressed to Bureau of Information has been referred to this office for attention.

Copies of Fund regulations are not available for public distribution. Consequently, we cannot comply with your request.

Sincerely yours,

Josephine Roche, Director
UMWA Welfare and Retirement Fund

Exhibit No. 138—(Continued)

Eccles, West Virginia
Jan. 27, 1955

Josephine Roche, Director
U.M.W.A. Welfare and Retirement Fund
907 15th Street, N. W.
Washington 5, D. C.

Dear Madam:

I have worked in the coal mines in southern West Virginia all of my life, and desire to apply for benefits from the Welfare and Retirement Fund. I last worked in June, 1946, and have not since held membership in a Local Union.

Please furnish me at once the necessary forms and instructions for application for benefits from the Fund.

Yours truly,
/s/ Clem Terreo,
Eccles, West Va.

* * *

February 4, 1955

Mr. Clem Terreo
Eccles
West Virginia

Dear Mr. Terreo:

This will acknowledge receipt of your letter of recent date requesting forms and instructions for making application for Fund benefits.

We are enclosing forms on which you can furnish us with information necessary to ascertain your eligibility for Fund benefits. Please fill out all of the blanks on Form DO-1 listing all data requested to the best of your knowledge; also complete the Previous Employment Record listing your service in the coal industry year by year beginning with 1925 and continuing until your retirement.

As certification of your service prior to 1937, you are required to obtain, if possible, a statement from each company with

Exhibit No. 138—(Continued)

whom you claim employment. These statements should outline the exact dates of your employment and give your job classification. To be acceptable, it must be written on official company stationery and signed by a responsible representative of the company. If a company statement cannot be obtained, you must explain why this is not possible. In addition to company statements, it is required that you submit at least two forms 14-P for each period of employment claimed before 1937. These forms must be completed only by persons who actually worked with you.

Please return the completed forms to this office together with documentary proof of your age. It is necessary that the Preliminary Application form be signed before a Notary Public. We shall communicate with you at a later date regarding your status.

Sincerely yours,

Josephine Roche, Director
UMWA Welfare & Retirement Fund

* * *

Exhibit No. 138—(Continued)

PRELIMINARY APPLICATION
Information About Miner

Name Clem Terreo SS # 233 12 2155
Address Eccles Raleigh County West Virginia
Date of Birth Sept. 6, 1889 Place of Birth Italy
Is miner a member of the United Mine Workers of America?
Not at present time; If "Yes" list ..... and .....
(Yes) (No) (Local Union No.) (District No.)
Is miner presently employed? No.
(Yes) (No)
If "Yes", name of company .....
Job classification .....
Place of last employment in the Coal Industry Eccles, W. Va.
Dates of last employment in the Coal Industry, from Nov. 1916 to June 12, 1946.
Job Classification Armature winder since 1924
List all employment since leaving the Coal Industry—

Place	Date Began	Date Terminated	Type Work
Eccles, W. Va.	June 13, 1946	Nov. 1, 1954	Block Plant

/s/ Clem Terreo
Signature of Miner

State of West Virginia)
) SS
County of Raleigh)

Subscribed and sworn to before me, T. R. Wilson, Jr., a Notary Public, this 8th day of February, 1955

/s/ J. R. Wilson, Jr.
Notary Public

My commission expires June 15, 1959

* * *

Exhibit No. 138—(Continued)

PREVIOUS EMPLOYMENT RECORD

Year	From Mo.	To Mo.	Name of Coal Company	Location of Coal Co. Town	State	Type Work
1916	Nov.	Dec.	New River Colleries	Eccles,	West Va.	Mechanical
1917	Jan.	Dec.	" " "	" "	"	"
1918	Jan.	Dec.	" " "	" "	"	"
1919	Jan.	June	" " "	" "	"	"
1919	June	Dec.	" " "	" "	"	Loader
1920	Sept.	Dec.	" " "	" "	"	Coil maker
1921	Jan.	Dec.	" " "	" "	"	" "
1922	Jan.	Dec.	" " "	" "	"	" "
1923	Jan.	Sept.	" " "	" "	"	" "
1923	Sept.	Dec.	Crab Orchard Imp.	Eccles,	West Va.	Coil Maker
1924	Jan.	Dec.	" " "	" "	"	Armature winder
1925	Jan.	Dec.	" " "	" "	"	"
1926	Jan.	Dec.	" " "	" "	"	"
1927	Jan.	Dec.	" " "	" "	"	"
1928	Jan.	Dec.	" " "	" "	"	"
1929	Jan.	Dec.	" " "	" "	"	"
1930	Jan.	Dec.	" " "	" "	"	"
1931	Jan.	Dec.	" " "	" "	"	"
1932	Jan.	Dec.	" " "	" "	"	"
1933	Jan.	Dec.	" " "	" "	"	"
1934	Jan.	Dec.	" " "	" "	"	"
1935	Jan.	Dec.	" " "	" "	"	"
1936	Jan.	Dec.	" " "	" "	"	"
1937	Jan.	Dec.	" " "	" "	"	"
1938	Jan.	Dec.	" " "	" "	"	"
1939	Jan.	Dec.	" " "	" "	"	"
1940	Jan.	Dec.	" " "	" "	"	"
1941	Jan.	Dec.	" " "	" "	"	"
1942	Jan.	Dec.	" " "	" "	"	"
1943	Jan.	Dec.	" " "	" "	"	"
1944	Jan.	Dec.	" " "	" "	"	"
1945	Jan.	Dec.	" " "	" "	"	"
1946	Jan.	June	" " "	" "	"	"

Pension Received Feb. 14, 1955

Exhibit No. 138—(Continued)

March 2, 1955

Mr. George J. Titler, President
District 29, U.M.W.A.
Chilson Avenue at Raleigh Road
Box 511
Beckley, West Virginia

Dear Mr. Titler:

Mr. Clem Terreo of Eccles, West Virginia, has inquired about his eligibility for Fund benefits. He states that he was employed by the Crab Orchard Improvement Company of Eccles, West Virginia, as an "armature winder" from 1924 to 1946.

Will you please advise if employment of this nature is classified under your District contract.

Sincerely yours,

Josephine Roche, Director
UMWA Welfare and Retirement Fund

* * *

UNITED MINE WORKERS OF AMERICA
Beckley, West Virginia

March 9, 1955

Miss Josephine Roche, Director
UMWA Welfare and Retirement Fund
907 Fifteenth St., N. W.
Washington 5, D. C.

Dear Miss Roche:

In reply to your letter of March 2, 1955, concerning the work performed by Mr. Clem Terreo of Eccles, West Virginia, between 1924 and 1946, please be advised that the classification as an "armature winder", which he was doing during this time is considered covered employment under the Contract in this District.

It is our information that Mr. Clem Terreo left the mining industry on June 12, 1946, and since that time operated a dairy, hauled mine timbers, operated a saw mill, and last operated

Exhibit No. 138—(Continued)

a cement block plant. During this time he failed to maintain his membership in the United Mine Workers of America.

Sincerely yours,

Geo. J. Titler, President
District 29, UMWA

* * *

Beckley, West Virginia
March 16, 1955

Miss Josephine Roche
U. M. W. A. Welfare & Retirement Fund
907 15th St., N. W.
Washington 5, D. C.

Dear Miss Roche:

On February 10, 1955, I sent by registered mail my application for benefits to you as Director of the Welfare and Retirement Fund, and have heard nothing from you since that time. Kindly acknowledge receipt of my application papers and advise me as to the approximate time I should hear further from you in this matter.

Since forwarding my application, I have moved to the following address, and please change your records accordingly: 322 Burgess Street, Beckley, W. Va.

Yours very truly,
/s/ Clem Terreo
322 Burgess St.
Beckley, W. Va.

* * *

Law Offices
ASHWORTH AND WILSON
Beckley, West Virginia
April 20, 1955

Miss Josephine Roche
U. M. W. A. Welfare and Retirement Fund
907 15th St., N. W.
Washington 5, D. C.

Dear Miss Roche:

We have been requested by Clem Terreo, 322 Burgess Street

Exhibit No. 138—(Continued)

of this city, to write to you concerning his application for benefits from the Welfare and Retirement Fund. He states that he forwarded his application for benefits on Feb. 10, 1955, and on March 16, 1955, he wrote again requesting your acknowledgment of receipt of the application and thus far he has heard nothing with regard to the matter.

Please advise the status of this application and the approximate time Mr. Terreo may expect to hear from you regarding this matter.

Yours very truly,
ASHWORTH & WILSON,
By /s/ T. R. Wilson Jr.

* * *

United Mine Workers of America
WELFARE AND RETIREMENT FUND
INTER-OFFICE CORRESPONDENCE

Date: May 3, 1955

To: Miss Roche
From: Val J. Mitch
Subject: Clem Terreo, Eccles, West Virginia

I have carefully reviewed the file in the above case and in my opinion Mr. Terreo meets the requirements of eligibility for pension.

* * *

United Mine Workers of America Welfare and Retirement Fund 907 Fifteenth Street, Northwest Washington 5, D. C.	File No. Name District No. Local Union No.	78169 Clem Terreo

Authorization for Pension

Notice to Comptroller, U. M. W. A. Welfare and Retirement Fund:

Exhibit No. 138—(Continued)

The following pension of one hundred ($100) dollars per month is hereby authorized, the first payment to be for the month of June, 1955.

Name of Pensioner Clem Terreo
Address 322 Burgess Street
Beckley, West Virginia

Wife (Name)

This pension is subject to suspension at any time by the Trustees for any reason stated in the rules and regulations heretofore adopted by the Trustees, and shall be subject to termination at any time by the Trustees, for any matter, cause or thing, of which they shall be the sole judges and without assignment of reason therefor.

REMARKS:

DATE:— May 4, 1955
By /s/ Donald L. McFarland
Supervisor of Review Unit, Pension Benefits

NOTICE TO PENSIONER:
Pension payments will be made the first day of each month and should reach you at your address of record shortly thereafter. If the address shown above is incorrect in any detail please notify the Comptroller of the Fund as soon as possible. Whenever your address changes, notify the Comptroller of the Fund at once to insure prompt receipt of your payments.

Exhibit No. 139

January 29, 1953.

THE TRUSTEES OF THE UMWA WELFARE AND RETIREMENT FUND, AT THEIR MEETING JANUARY 28, 1953, ADOPTED NEW REGULATIONS GOVERNING PENSIONS

Effective January 29, 1953, an applicant must meet the following eligibility requirements for a pension:

1. He must be sixty (60) years of age or over when he applies.

2. He must have retired from, or ceased work, in the coal industry after May 28, 1946.

3. He must have completed twenty (20) years of classified service in the coal industry within the twenty-five (25) years immediately preceding his application for a pension.

4. Unless he was regularly employed in the coal industry immediately prior to May 28, 1946, the twenty (20) years of required service within the twenty-five (25) years immediately preceding filing of application must all have been worked after May 28, 1946.

5. He must submit proof satisfactory to the Fund that he meets these eligibility requirements.

All Applications for Pension Which Had Not Been Approved for Payment by the Fund at the Close of Business January 28, 1953, Are Subject to These Regulations.

JOSEPHINE ROCHE, *Director*
UMWA Welfare and Retirement Fund

Form 12-P (1-29-53)

Steve:

Read these, I don't think under these new Rules it pays you to Belong. It seems like a waste of money, unless you can come back to the coal industry soon. Your Hospitalization is cancelled. Death Benefit is out, and you don't have a chance for a Pension unless you come back soon.

Exhibit No. 139—(Continued)

May 27, 1957

Memorandum of Office Visit

From: Steve Molnar & Son
Corres. File—SS#210-07-3147

Mr. Molnar and his son visited this office on this date to inquire into the possibility of his qualifying for pension benefits. He said that he became 60 years of age in March of this year and had worked continuously in the coal industry from 1917 to 1950, having last worked for the Johnstown Coal & Coke Co., Johnstown, Pa. Mr. Molnar said that he had been a member of the Union as long as the Union was in existence, up to 1950. After retiring from the mines he moved to Baltimore, Maryland and continued paying unemployed dues until some time in 1952 when he began working. He then paid working dues of $4 a month until approximately April 1953. He said the reason he stopped paying dues was because Matthew Jackson, 232 Highway St., Local Union 472, South Fork, Pa., had mailed him a copy of the new pension regulations adopted January 28, 1953 (20/25 years) and suggested that he stop paying dues as he was not eligible for Hospital and Medical Care Benefits or Death Benefits and that he could not qualify for a pension under the new regulations.

I explained the requirements to Mr. Molnar and his son and told them that we would mail him a Preliminary Application for pension which he could return direct to this office. I explained the procedure to be followed in completing the necessary forms. While in the office Mr. Molnar signed an Authorization to Secure Social Security Administration Records.

Mr. Molnar had with him a Hungarian Birth Certificate which he said was issued before he came to this country in 1913. I told him to submit this document with the other papers and suggested that he obtain, in addition, other documentary proof of age, such as a Census Record or a statement from the company he worked for in 1920. He said that he had a Naturalization Certificate which he would submit.

Exhibit No. 139—(Continued)

PRELIMINARY APPLICATION

Information About Miner

Name Steve John Molnar SS # 210-07-3147
Address 846 West 36th St.—Baltimore 11, Md.
Date of Birth Mar. 28, 1897 Place of Birth Szadalmasi, Hungary
Is miner a member of the United Mine Workers of America?
Yes; If "Yes", list 472 and 2
(Yes) (No) (Local Union No.) (District No.)
Is miner presently employed? Yes
(Yes) (No)
If "Yes", name of Company Maryland Casualty Co.
Job Classification Gardener
Place of last employment in the Coal Industry Johnstown Coal & Coke Co., Portage, Pa.
Dates of last employment in the Coal Industry, from Oct. 1932 to Aug. 1949
Job Classification Pick & Machine Loader
List all employment since leaving the Coal Industry—

Place	Date Began	Date Terminated
Maryland Casualty Co., Balt., Md.	July 1952	

Type Work
Gardener

/s/ Steve Molnar
Signature of Miner

State of Maryland)
) SS
City of Baltimore)

Subscribed and sworn to before me, Ada M. Thomas, a Notary Public, this 4th day of June, 1957.

/s/ Ada M. Thomas
Notary Public

My Commission expires May 4, 1959

Exhibit No. 139—(Continued)

PREVIOUS EMPLOYMENT RECORD

Year	From Mo.	To Mo.	Name of Coal Company	Location of Coal Co. Town	State	Type Work
1927	APR.	DEC.	C. A. HUGHES & Co.	CRESSON	PENNA.	COAL LOADER
1928	JAN.	DEC.	" " "	"	"	" "
1929	JAN.	DEC.	" " "	"	"	" "
1930	JAN.	APR.	" " "		"	" "
1930	MAY	DEC.	PENNSYLVANIA COAL CO.	PORTAGE	PENNA.	" "
1931	JAN.	DEC.	" " "	"	"	" "
1932	JAN.	SEPT.	" " "	"	"	" "
1932	OCT.	DEC.	JOHNSTOWN COAL & COKE	PORTAGE	PENNA.	" "
1933	JAN.	DEC.	" " "	"	"	" "
1934	JAN.	DEC.	" " "	"	"	" "
1935	JAN.	DEC.	" " "	"	"	" "
1936	JAN.	DEC.	" " "	"	"	" "
1937	JAN.	DEC.	" " "	"	"	" "
1938	JAN.	DEC.	" " "	"	"	" "
1939	JAN.	DEC.	" " "	"	"	" "
1940	JAN.	DEC.	" " "	"	"	" "
1941	JAN.	DEC.	" " "	"	"	" "
1942	JAN.	DEC.	" " "	"	"	" "
1943	JAN.	DEC.	" " "	"	"	" "
1944	JAN.	DEC.	" " "	"	"	" "
1945	JAN.	DEC.	" " "	"	"	" "
1946	JAN.	DEC.	" " "	"	"	" "
1947	JAN.	DEC.	" " "	"	"	" "
1948	JAN.	DEC.	" " "	"	"	" "
1949	JAN.	AUG.	" " "	"	"	" "

P-5
(rev. 3-22-54)

Exhibit No. 139—(Continued)

SUPPLEMENTAL EMPLOYMENT RECORD

Quarters Ending From	To	Employer	L.U.No.	Kind of Work
6/37	6/38	Johnstown Coal & Coke	498	Loader
12/39	6/40	Johnstown Coal & Coke	498	"
6/40		Johnstown Coal & Coke	498	"
6/33	9/33	Sonman Shaft Coal	1318	"
6/38	3/39	Sonman Run Mining Co.	1318	"
9/45	12/45	Kirby Transfer Storage Co., Inc.	Not Coal Co.	Packing Car yards
12/49	9/50	Lilly Tenscreek Coal	435	"
3/51	9/51	William L. Driskill	Not Coal Co.	Farmer
3/51		Mrs. Walter Winkeneverder	Not Coal Co.	gardener
9/52	9/56	Maryland Casualty Co.	Not Coal Co.	gardener

Exhibit No. 139—(Continued)

United Mine Workers of America
Welfare and Retirement Fund
907 Fifteenth Street, Northwest
Washington 5, D. C.

File No. 89945
Name MOLNAR, Steve
District No.
Local Union No.

Authorization of Pension

The application of Steve Molnar
Address 846 West 36th Street, Baltimore, 11, Maryland
is hereby approved. The first payment is for the month of September, 1957.
DATE: 8-29-57

By /s/ Donald L. McFarland
Review Unit, Pension Benefits

NOTICE TO PENSIONER:

This pension is subject to suspension at any time by the Trustees for any reason stated in the rules and regulations heretofore adopted by the Trustees, and shall be subject to termination at any time by the Trustees, for any matter, cause or thing, of which they shall be the sole judges and without assignment of reason therefor.

Exhibit No. 140

United Mine Workers of America
1408 First National Bank & Trust Co. Building
Lexington, Kentucky

February 15, 1956

Mr. John Shenkarik
Box 301
Olive View, California

Dear Sir:

Your correspondence of January 13, 1956, concerning pension benefits, has been referred to this office for reply.

According to the rules and regulations of the Welfare and Retirement Fund, as set up by the Trustees of the Fund, the eligibility requirements for Pension Benefits are as follows:

1. Applicant must be 60 years of age or over when he applies.
2. Applicant must have retired from or ceased work in the Bituminous Coal Industry after May 29, 1946, following regular employment in a classified job for an operator signatory to the National Bituminous Coal Wage Agreement.
3. Applicant must have been regularly employed in a classified job in the coal industry immediately prior to May 29, 1946.
4. Applicant must have completed twenty years of classified service in the coal industry within the thirty years immediately preceding the date of his application for pension.

Your application for Pension Benefits should be made direct to the Welfare and Retirement Fund. Their address is as follows:

UMWA Welfare and Retirement Fund
907 Fifteenth Street NW
Washington 5, D. C.

Yours very truly,
/s/ Sam Caddy, Jr., Secy-Treas.
District 30, UMWA

Exhibit No. 140—(Continued)

March 5, 1956

Mr. John Shenkarik
Box 301
Olive View, California

Dear Mr. Shenkarik:

Your letter of February 20, 1956 has been received.

We regret that it will not be possible to give you any definite information concerning your eligibility for miner's pension because eligibility can only be determined after a miner's application and the necessary supporting evidence is received and examined at the Fund.

To qualify for pension under current Trustee regulations an applicant must establish that he is sixty years of age, that he was regularly employed in a classified job in the coal industry immediately prior to May 29, 1946 with retirement from the coal industry on or after that date following regular employment in a classified job for an operator signatory to a National Bituminous Coal Wage Agreement. He must also establish proof of twenty years' classified service in the coal industry within the thirty year period immediately preceding the date of his application.

If you feel that you meet the requirements cited above and are a member of the United Mine Workers of America, you may obtain an application for pension from your Local Union. If you are not a member of that organization, you should direct your inquiry to this office.

We trust this information will be of some assistance to you.

Sincerely yours,
Donald L. McFarland, Supervisor
Review Unit, Pension Benefits

Exhibit No. 140—(Continued)

UNITED MINE WORKERS OF AMERICA

WELFARE AND RETIREMENT FUND

907 Fifteenth Street, N. W., Washington 5, D. C.

APPLICATION FOR PENSION

By filing this application, no rights accrue to the applicant until the benefit is authorized for payment. The burden of proving eligibility for this benefit is on the applicant.

All Questions Must Be Answered—Failure to Do So Will Delay Processing

1. District No.—30 Local Union No.—6281 Date—April 2, 1956
2. Name (Print)—John (First) (None) (Middle) Shenkarik (Last)
3. Social Security Number 4 0 1 0 1 6 2 2 5
4. Address—Olive View Sanatorium (Street and Number) — Olive View (City), California (State)
5. Date of Birth—August (Month) 29 (Day) 1890 (Year) Age—66

   Proof of age must be attached to this application. Naturalization and immigration records, marriage records, civil or church records of birth, passports, census records, military records, or any other similar type of documentary evidence should be submitted.
6. Name of Father—Lazor (First) Shenkarik (Last) Place of Birth—Kieve, Ukrainia
7. Name of Mother—Mary (First) Poleshsuk (Maiden) Last Place of Birth—Kieve, Ukrainia
8. Name of Wife, if living _____ (First) _____ (Middle) _____ (Last) Age _____
9. Have you ever filed application for other benefits with this Fund before?— No
10. If "yes", state benefits applied for _____ I have worked in the mines 27 years.
11. Have you ceased working in the coal industry?—Yes. (Yes) (No) If "yes" list retirement date—Nov. 15, 1946 (Month, Day, Year) and reason for retirement—Doctors Suggestions, Lung Condition.
12. If still working, give name of coal company _____

    If in your required 20 years of service you have lost three months or more from work during any year as a result of an accident in the coal industry for which you received Workmen's Compensation, attach a copy of your award.
13. Names and ages of Dependent Children under 18 (List only those living in your home):

    2. Full Name of Child—None (First) (Last) Date of Birth (Month Day Year)

    1. Full Name of Child—None (First) (Last) Date of Birth (Month Day Year)

Exhibit No. 140—(Continued)

THIS COPY IS FOR THE DISTRICT OFFICE

Instructions Governing Proof of Your Employment Before 1937 Are Enclosed
(See the enclosed Form 14P)

If you claim service in the Armed Forces attach a copy of your Discharge.

15. **Certification By Applicant**

Any person, who knowingly and willfully falsifies any records or makes any false representations or statements or withholds any information in order to secure for himself or for any other person a Fund benefit, shall be barred from receiving any benefits from the Fund; and in any case where payment has been made as a result of such false statements or omission of such information, the recipient of benefits will be required to reimburse the Fund in the amount received from the Fund.

(If signature is made by mark (X) two witnesses who know the applicant must sign.)

I certify that the statements made by me in this application are true and correct.

.....
(*Witness*)

.....
(*Witness*)

Applicant
sign here John Shenkarik
DO NOT print or stamp

16. **Certificate of Local Union**

This is to certify that the above applicant is a member of Local Union No. ..... located at ....., as of (latest date) ....., and has been a member of this Local Union since .....
Month Day Year

Dated this ..... day of ..... 19 .....

PLACE
UNION SEAL
HERE

President, L. U. No. .....

Vice-President

Secretary's Address

Financial Secretary

17. **Certificate of District No.** .....

This is to certify that applicant is a member in good standing of the United Mine Workers of America.

Dated this ..... day of ....., 19.....

Authorized District Signature

Exhibit No. 140—(Continued)

EMPLOYMENT RECORD

List separately year-by-year in the space provided below all employment in the coal industry for the past thirty years. Start with your first employment in the coal industry in this period list all employers up to and including the last. Your employment for each year must be listed on a separate line. If you had more than one employer during any year list the period of employment with each on a separate line. Include any period of service in the Armed Forces.

Year	From Mo.	To Mo.	Name of Coal Company	Location of Coal Company Town	State	Mine No.	Local Union No.	Type Work
1919			Wilkes-Barre Coal Co.	Plymouth	Penna.	5		Labor
1920			" " "	"	"	"		
1921			Lehigh Valley Coal Co.	Wire Run	Penna.	"		Miner
1922			" " " "	" "	"			"
1923			" " " "	" "	"			"
1924			United Coal & Coke Supply	Lynch	Kentucky	East		"
1925			" " " "	"	"	"		"
1926			" " " "	"	"	"		"
1927			" " " "	"	"	"		"
1928			" " " "	"	"	"		"
1929			" " " "	"	"	"		"
1930			" " " "	"	"	"		"
1931			Copper-Lake Co.	Wheelwright	Kentucky			"
1932			" " "	"	"			"
1933			Consolidation Coal Co., Inc.	McRoberts	Kentucky	213	6281	"
1934			" " "	"	"	"	6281	"
1935			" " "	"	"	"	"	"
1936			" " "	"	"	"	"	"
1937			" " "	"	"	"	"	"
1938			" " "	"	"	"	"	"
1939			" " "	"	"	"	"	"
1940			" " "	"	"	"	"	"
1941			" " "	"	"	"	"	"
1942			" " "	"	"	"	"	"
1943			" " "	"	"	"	"	"
1944			" " "	"	"	"	"	"
1945			" " "	"	"	212	"	"
1946		Nov.	" " "	"	"	"	"	"

Exhibit No. 140—(Continued)

United Mine Workers of America
Welfare and Retirement Fund
907 Fifteenth Street, Northwest
Washington 5, D. C.

File No. 83111
Name SHENKARIK, John
District No. 30
Local Union No.

Denial of Pension

The application of John Shenkarik
Address 487 S. Arizona Street, Los Angeles 22, California
Is hereby denied for the following reason:

#1 APPLICANT HAS NOT ESTABLISHED PROOF OF EMPLOYMENT BY AN OPERATOR SIGNATORY TO A NATIONAL BITUMINOUS COAL WAGE AGREEMENT AT TIME OF RETIREMENT.

#2 APPLICANT HAS NOT ESTABLISHED PROOF OF TWENTY (20) YEARS' CLASSIFIED SERVICE IN THE COAL INDUSTRY, WITHIN THE THIRTY (30) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE OF HIS APPLICATION—April 2, 1926 to April 2, 1956.

#3 APPLICANT HAS NOT ESTABLISHED PROOF OF AGE REQUIREMENT OF SIXTY (60) YEARS.

According to evidence in our file, applicant was last employed in the coal industry by the International Harvester Corporation. Our records further show that this company was not signatory to a National Bituminous Coal Wage Agreement at the time of applicant's retirement. Thus, he does not meet the requirement outlined in #1 above.

Applicant has not submitted any evidence relating to his employment in the coal industry from April 2, 1926 to December 31, 1936. Therefore, credit for this period cannot be given at this time. Therefore, he has not established that he meets the requirement outlined in #2 above.

The photostatic copy of Discharge from Draft dated August 10, 1918 is not sufficient to establish the applicant's date of birth because his age at the time of issue is not shown. Accordingly,

Exhibit No. 140—(Continued)

he has not established that he meets the requirement outlined in #3 above.
Date: 7-16-56

By /s/ Donald L. McFarland
Review Unit, Pension Benefits

* * *

Los Angeles, Calif.
Mar. 4, 1956

United Mine Workers of America
Welfare & Retirement Fund
Wash D.C.

File No. 83111

Dear Sirs:

In reference to your letter of February 5, 1957 I am enclosing statements from United States Steel Corp., and Consolidation Coal Company. You also request information from Copper Lake Co. I wrote to Inland Steel Inc., of which Copper Lake is a division and have not received any response as of this writing.

As per your letter you stated Mine #13 of Consolidated Coal Co., as not in operation during 1933 thru 1936. However as you can see by their letter it was in operation.

Each of these companies have returned to me the forms 14-P, Stating that they should not fill them out company wise but should be completed by actual employee also your request.

This would be impossible as most of my co-workers during my mining employment were some years my elders and I sincerely doubt they are still alive, and if they should be I wouldn't know where to contact them, and if I could I'm sure they would be much too old to hold a pen and fill out such a blank. So its impossible for me to secure the form 14-P as your request. But surely in the United Mine Workers of America files is the record of my dues which I paid during my quarter of century service and hoping that you can secure what further information you may need from those files, as for my seeking further information I have no more turns to make I've written

Exhibit No. 140—(Continued)

my ex-employers various times now for information which they have furnished favorably, but I hate to keep requesting.

So hoping this can be sufficient Ill enclose the statements of Consolidation Coal Co., and United States Steel Corp.

Very truly Yours
/s/ John Shenkarik

* * *

Los Angeles, Calif.
Mar. 25, 1957

United Mine Workers of America
Welfare & Retirement Fund
Wash. 5 D. C.
Attn Mr. Donald L. McFarland

File No. 83111

Dear Sir:

Received your letter of March 19 in which you request information as to my duties with Consolidation Coal Co. from 1934 to 1946.

My duties were coal loader or hand loader at the mine, except for the last three years when the Company used machinery to load then my duty was shock fire. This was blasting the coal for the machinery to load.

All of my time with this particular company was on these two jobs. Both were union jobs and union dues paid at all times.

Hoping this will be sufficient information and will help my claim as it will soon be a year since I started my claim, and have given you about all the information I can gather. So hoping this will bring the wanted results I remain

Very truly Yours
/s/ John Shenkarik

Exhibit No. 140—(Continued)

United Mine Workers of America
Welfare and Retirement Fund
907 Fifteenth Street, Northwest
Washington 5, D. C.

File No. 83111
Name SHENKARIK, John
District No.
Local Union No.

Authorization for Pension

Notice to Comptroller, U. M. W. A. Welfare and Retirement Fund:

The following pension of one hundred ($100) dollars per month is hereby authorized, the first payment to be for the month of May, 1957.

Name of Pensioner John Shenkarik
Address 487 S. Arizona Street, Los Angeles 22, California
Wife (Name)

This pension is subject to suspension at any time by the Trustees for any reason stated in the rules and regulations heretofore adopted by the Trustees, and shall be subject to termination at any time by the Trustees, for any matter, cause or thing, of which they shall be the sole judges and without assignment of reason therefor.

REMARKS:
DATE:—4-19-57

By /s/ Donald L. McFarland
Supervisor of Review Unit, Pension Benefits

NOTICE TO PENSIONER:

Pension payments will be made the first day of each month and should reach you at your address of record shortly thereafter. If the address shown above is incorrect in any detail please notify the Comptroller of the Fund as soon as possible. Whenever your address changes, notify the Comptroller of the Fund at once to insure prompt receipt of your payments.

Exhibit No. 140—(Continued)

Not a Member—

Continue processing if meets requirement of elig—Refer to RTB.

JR

* * *

Note:

Do not mail copies of the Autho to the District nor the Local Union.

DLM

Exhibit No. 141

Rock Springs, Wyo.
Oct. 15, 1958.

Miss Josephine Roche, Director
U.M.W.A. Welfare and Retirement Fund

Dear Madam.

I applied for the United Mine Workers pension and am inclosing the copies of the time that I worked at each mine and my Birth Certificate. Had a talk with the District President District No. 22 of Wyoming and he advised me to send these papers, and he told me you would get in contact with him.

Yours Sincerely
/s/ Rico Boggio
740 Rugby Ave.
Rock Springs, Wyoming

* * *

October 22, 1958

Mr. Rico Boggio
740 Rugby Avenue
Rock Springs, Wyoming

Corres. File

Dear Mr. Boggio:

This will acknowledge your letter of October 15, 1958 with enclosures regarding your eligibility status with respect to Pension Benefits from the Fund.

To qualify for Pension Benefits under current Trust Fund regulations, an applicant must establish that he is sixty years of age or over, that he has completed twenty years' classified service in the coal industry within the thirty years immediately preceding his application, that he retired after May 29, 1946, the date the Fund was established, following regular employment in a classified job in the mine of an operator signatory to the Contract, and that he was regularly employed in a classified job in the coal industry immediately prior to May 29, 1946.

If you wish to be considered for Pension Benefits it will be necessary for you to submit an application to the Fund for consideration. Miners who are members of the United Mine

Exhibit No. 141—(Continued)

Workers of America may obtain the necessary application forms and instructions at their Local Union. Miners who are not members of that organization should write direct to this office requesting the necessary forms.

Sincerely yours,

Josephine Roche, Director
UMWA Welfare and Retirement Fund

* * *

Rock Springs, Wyo.
Oct. 25, 1958

Josephine Roche, Director
U.M.W.A. Welfare and Retirement Fund

Dear Miss Roche.

Received your letter of Oct. 22, 1958 in answer to my request for pension.

And I am hereby asking for the applications forms and any instructions necessary.

I am not now a member of United Mine Workers union But always was a member am willing to pay all the back dues or what ever has to be payed to reinstate myself in union.

My Birth Certificate was with those papers I sent to you.

Sincerely yours
/s/ Rico Boggio
740 Rugby Ave.

* * *

PRELIMINARY APPLICATION
Information About Miner

Name Rico Boggio SS # 520-03-7189
Address 740 Rugby Ave., Rock Springs, Wyoming
Date of Birth May 13th, 1897 Place of Birth Italy
(See proof of age for location)
Is miner a member of the United Mine Workers of America?

Exhibit No. 141—(Continued)

No; If "Yes", list _____ and _____
(Yes) (No) (Local Union No.) (District No.)
Is miner presently employed? No
(Yes) (No)

If "Yes", name of company_____
Job classification_____
Place of last employment in the Coal Industry U. P. at Stansbury, Wyo.
Dates of last employment in the Coal Industry, from Mar. 1951 to Sept. 1951
Job Classification Moterman
List all employment since leaving the Coal Industry—

Place	Date Began	Date Terminated	Type Work
U. P. Railroad Green River, Wyo.	Sept. 26, 1951	Still Working	Store Helper

/s/ Rico Boggio
Signature of Miner

State of Wyoming)
) SS
County of Sweetwater)

Subscribed and sworn to before me, Paul _____, a Notary Public, this 5 day of November, 1958

_____
Notary Public

My commission expires 7-26-59

Exhibit No. 141—(Continued)

PREVIOUS EMPLOYMENT RECORD

Year	From Mo.	To Mo.	Name of Coal Company	Location of Coal Co. Town	State	Type Work
1928	Sept.	Dec.	Gunn Quealy	Quealy,	Wyo.	Driver
1929	Jan.	Dec.	" "	"	"	"
1930	Jan.	Dec.	" "	"	"	"
1931	Jan.	Dec.	" "	"	"	"
1932	Jan.	Dec.	" "	"	"	Moterman
1933	Jan.	Dec.	" "	"	"	"
1934	Jan.	Dec.	" "	"	"	"
1935	Jan.	Dec.	" "	"	"	"
1936	Jan.	Dec.	" "	"	"	"
1937	Jan.	Dec.	" "	"	"	"
1938	Jan.	Dec.	" "	"	"	"
1939	Jan.	Dec.	" "	"	"	"
1940	Jan.	Dec.	" "	"	"	"
1941	Jan.	Dec.	" "	"	"	"
1942	Jan.	Dec.	" "	"	"	"
1943	Jan.	Dec.	" "	"	"	"
1944	Jan.	Dec.	" "	"	"	Hoistman
1945	Jan.	Dec.	" "	"	"	"
1946	Jan.	Dec.	" "	"	"	"
1947	Jan.	Dec.	" "	"	"	"
1948	Jan.	Dec.	" "	"	"	"
1949	Jan.	June	" "	"	"	"
1949	July	Dec.	" "	"	"	Moterman
1950	Jan.	Dec.	" "	"	"	Hoistman
1951	Jan.	Mar.	" "	"	"	"
1951	Mar.	Sept.	U. P. Coal Co.	Stansbury,	Wyo.	Moterman

Exhibit No. 141—(Continued)

United Mine Workers of America
Welfare and Retirement Fund
907 Fifteenth Street, Northwest
Washington, D. C.

File No. 96285
Name BOGGIO, Rico
District No.
Local Union No.

Authorization of Pension

The Application of Rico Boggio
Address 740 Rugby Avenue, Rock Springs, Wyoming
is hereby approved. The first payment is for the month of January, 1959.
DATE: 12-4-58

By /s/ Donald L. McFarland
Review Unit, Pension Benefits

NOTICE TO PENSIONER:

This pension is subject to suspension at any time by the Trustees for any reason stated in the rules and regulations heretofore adopted by the Trustees, and shall be subject to termination at any time by the Trustees, for any matter, cause or thing, of which they shall be the sole judges and without assignment of reason therefor.

Exhibit No. 142

Bluefield, West Virginia
March-19-1958
Robert Taylor

Mr. Lewis

Sir, I am writing to you on be have of My Husband there are some things that I think you can put Me Straight on. in 1954 Aug. 30th He was cut off and was told to Keep his U,M,W,A, dews payed up to date. He did this as long as we had the Money to do so with, at the Rate of a Dollar a Month what He was told too pay Because he My Husband was cut off. And we did this I will also send the papers on which he payed this Deus on. the president of the U,M,W,A. Also told him that if he had Silicosis he would not get pay for that. We ask around and went to the Hospital in Beckley, W. Va. and he had Silicosis and He also got payed for it in a lump sum. Bob My Husband is 62 years old and have Been in the Mines some 30 years are More. At Gary, W. Va. along He worked 18 years. He cant get a Job No place sence he was cut off in Gary, W. Va. He have Been to Cincinnati, Ohio.

Chicago, Ill. Columbus, Ohio, Winston-Salem, N.C. Philadelphia, Pa. I could go No and No and tell you Many More places he's Been to fine work and did'n fine any. All the people say the same things wants Men 45 and under. When the Union was first Organized and things got under way it was a lot of things told to the Men for them to Join, Now here is what I want to know. I was told that if a Man worked 20 years in the Mines he would Be Entitle to draw their U.M.W.A. pension is that still the Law are have the Law change sence 1932. He payed in the Union Deus dept even after he was cut off in 1954 Now he too have Silicosis and is unable to work In the Mines any More, he cant get a Job any where he is too Old are on a count of his Silicosis. My Husband is 62 Born in Jan. 1-1897 we have 7 children 16-11-9-7-5-3-1 all ages of the children we have and No In come of any Kind at all I work's when I can get it But I don't Make Much to feed, Cloths, shoes, 7 children and try to Send them to School. Books are High we cant even get State Books for our children. I Needs too Be under the care of a Doc. and a dentist and 5 of My Kids and Husband too. if there is any way for My Husband to get his pension please,

Exhibit No. 142—(Continued)

please see too it that I get your answer very soon Thanks Sir.
From /s/ Bartha Mae Taylor.

* * *

April 3, 1958

Mrs. Bertha Mae Taylor
910 Ridge Street
Bluefield, West Virginia

Dear Mrs. Taylor:

Your recent letter to President Lewis concerning your husband's eligibility for pension benefits has been referred to this office for reply as the Trust Fund has entire jurisdiction over Fund matters.

Under current Trustee regulations governing pensions an applicant is required to submit proof satisfactory to the Fund that he was 60 years of age or over at the time of filing his application, that he had completed twenty years of service in a classified job in the coal industry within the thirty years immediately preceding the date of his application, that he retired after May 29, 1946, following regular employment in a classified job in the mine of an operator signatory to the Agreement, and that he was regularly employed in a classified job in the coal industry immediately prior to May 29, 1946.

It is not possible to advise any individual definitely concerning his status with respect to pension benefits until he submits an application to the Fund for review in conformity with Trust Fund regulations.

Miners who are members of the United Mine Workers of America and wish to apply for pension may obtain the necessary forms and instructions at their Local Union. Miners who are not members of that organization should write direct to this office if they wish to apply.

We trust this sufficiently answers your inquiry.

Sincerely yours,
Josephine Roche, Director
UMWA Welfare & Retirement Fund

Exhibit No. 142—(Continued)

Bluefield, W. Va.
April 15th 58

Dear Madam

I Recivied your Letter on the Matter of Bob vs Pension Benefits. Bob tryed to get application from the Local 7633. He was told that He had pay $50.00 Before he could get an application Blank, and Before that he was also told that he had to pay, assessment $20.00 I dont know what it is all about But he have Paid $20.00 assessment that was Before he was cut off in 1954-Aug. 30th in 54 it would have Been only 2 years Before he would have Ben 60 years old But he was cut off Be fore he got 60.

After he was cut off the President told him he could Pay only $1.00 each Month and then when he Became 60 he could still get his pension we done the Best we could we paid $1.00 to the president of the Local in 55 his name is on this Reserved. is Dated Feb-9-1955 $3.00 for Dues Feb, & March, & April paid to Sherman Graves for Bob Taylor, I am Sending all the Dates and what was paid in the time he was cut off up to now. And also what Months is on the reserve. Feb. 3 1955 Paid 1.50 to Mrs.

Mrs. Ruth Price

April 23 1955 Paid $3.00 for March April May-55 to Louis Krajch, Secretary

July, 23 1955 Paid $1.00 to Louis Krajch Secretary

Sept. 24, 1955 pd $4.00 to Louis Krajch Secretary for July thru Oct. 55 in Dec. 19, 1955 pd. $4.00 to Sherman T. Graves pres. in Feb. 26, 1956 pd $4.00 for Nov & Dec 1955 & Jan & Feb 1956 Louis Krajch Secretary. their is no date on this one paid $4.25 on Dues Nor this one paid $4.00 for Dues to Mrs. Sherman Graves.

April. 20-56 paid 100 July Paid UMW of A $2.00 in Nov-56 Pd. $2.00 Sept. 1956, I dont know who, no name Pd. 4.00 6-30-56 to Williams in 1957 Paid to Legato 2-28-57. Paid $7.12 again 3-15-57 pd. $2.12 for UMW of A 6-15-57 pd. $4.25 7-15-57-pd. $4.25 this to Miller & Lovell 10-11-57 $4.25 this to Cardwell.

All total $60.75 Now I would Like to Know can we get application to fill out so My Husband can get his Pension so we can get some Money to help pay our Bills and feeds our 7

Exhibit No. 142—(Continued)

children with if we can get any application forms please Send them as soon as you can please so we can get our claim in at once so we can get thing going. I don't know how long it will take to receive any Money. Oh yes if I have to Send in the reserve paper's I will Be glad to do so Thank you.

From /s/ Bartha Mae Taylor.

* * *

April 18, 1958

Mr. Robert Taylor
910 Ridge Street
Bluefield, West Virginia

Dear Mr. Taylor:

We are enclosing forms upon which you may furnish us with information relating to your employment in the coal industry, as requested in a recent letter written in your behalf.

Please fill out all the blanks on the Preliminary Application listing all data requested to the best of your knowledge. Also, complete the Previous Employment Record listing your service in the coal industry year by year beginning with 1928 and continuing until retirement. The type work you performed during each period of employment must be shown. Be sure to sign the authorization to secure Social Security Administration records. You may attach further statements if you feel it would be helpful.

It is necessary that you also submit with your application decumentary proof of your age. As explained in our letter of April 3, 1958, a miner must be at least 60 years of age at the time he makes application for pension, in addition to meeting other eligibility requirements. Accordingly, proof of your age must be attached to your application when submitted to the Fund. We are enclosing Form P-25 which outlines the documents most acceptable in this respect.

When completed, please have the Preliminary Application signed before a Notary Public and return all enclosures to the Fund. We shall then advise you further of your status.

Sincerely yours,
Josephine Roche Director
UMWA Welfare & Retirement Fund

Exhibit No. 142—(Continued)

PRELIMINARY APPLICATION

Information About Miner

Name Bobbie (Bob) Taylor SS #235-07-3086

Address 910 Ridge St. Bluefield, W. Va.

Date of Birth Jan. 1, 1897 Place of Birth Columbus, Mississippi

Is miner a member of the United Mine Workers of America?

Yes; If "Yes", list 7633 and 29

(Yes) (No) (Local Union No.) (District No.)

Is miner presently employed? No

(Yes) (No)

If "Yes", name of company .....

Job classification .....

Place of last employment in the Coal Industry U.S.S. Coal & Coke Co., Gary, W. Va. Belcher Coal Co. Keystone, W. Va.

Dates of last employment in the Coal Industry, from Nov. 8-57 to 11-15-58

Job Classification Coal Loder

List all employment since leaving the Coal Industry—

Place	Date Began	Date Terminated	Type Work
None	No	No	None

Signature of Miner

/s/ Bob Taylor

State of West Virginia)

) SS

County of Mercer)

Subscribed and sworn to before me, James S. Redmond, a Notary Public, this 28th day of May, 1958

/s/ James S. Redmond

Notary Public

My commission expires November 26th 1966.

Exhibit No. 142—(Continued)

PREVIOUS EMPLOYMENT RECORD

Year	From No.	To No.	Name of Coal Company	Location of Coal Co. Town / State	Type Work
1927	Dec	Nov	Redstar Coal Co	Redstar Alabama	Loader
1928	"	"	Carrema Coal Co	Pinson Alabama	Loader
1929	"	"	Consolidated Coal Co	Coalwood W.VA	Loader
1931	"	"	" "	Carretta W.VA	Loader
1932	"	"	Pocahontas Fuel Co	Alinaveta W.VA	" "
1936	Sept.	1954 Aug.	U.S.S. Coal & Coke	Earl McDowell Coatsville	" "
1956	April	May	L.C.U. Jewel Coal Co	Matoaka W.VA	" "
1956	May 5	June 8	Pine Knob	Bluefield W.VA	" "
1956	6-26-56	6-26	Pocahontas Co	Blackwolf W.VA	" "
1956	7-25	7-26	Southern Co	Williams W.VA	" "
1956	8-11	12-28	Pocahontas Fuel Co	Elkhorn W.VA	" "
1955	"	"	C & H Coal Co	North Fork W.VA	" "
1957	1-5	1-15	Biggs Coal Co	" " "	" "
1957	1-16	11-30	McGhee Coal Co	" " "	" "
1957	12-3	5-30	Lesco to Coal Co	Kimball W.VA	" "
1957	6-3	7-26	Miller & Lovell Coal Co	Keystone W.VA	" "
1957	6-6	8-31	S & W Co	North Fork W.VA	" "
1957	7-9	1958 Jan.	Belcher Coal Co	Keystone W.VA	" "

NON-EXPOSED

RECEIVED
PENSION

R-5
(Rev. 3-22-56)

Exhibit No. 142—(Continued)

[illegible]

Quarter Ending From	To	Employer	[illegible]	Kind of Work
6/27	12/50	U.S. Coal & Coke	17633	Coal Loader
3/51	9/53	U.S. Steel	17633	[illegible]
3/54	9/54	U.S. Steel	17633	Coal Loader
6/55		U.S. Steel	17633	No Work
12/54	12/54	Montgomery Ward & Co.	17633	Half Hand Tr[illegible]
12/55		Adria Coal Co.	17633	Coal Loader
12/55		Ophria Conner and William Harris	17633	Coal Loader
3/56				
6/56	7/56	Amos Blankenship & Maxie Lockhart	18784	Coal Loader
9/56	12/56	Clarence A. Mansfield - S & M Coal Co.	18784	Coal Loader
9/56				
3/57	6/57	Big Four Wrecking Co.	18784	Coal Loader
8/31	3/35	Pocahontas Fuel Co.	Governor Davis Long	Coal Loader

RECEIVED

[illegible] 1950

PENSION

F-99

Exhibit No. 142—(Continued)

December 8, 1958

Mr. Robert Taylor
910 Ridge Street
Bluefield, West Virginia
Dear Mr. Taylor:

This will acknowledge your recent letter with further reference to your application for Pension.

As explained previously, evidence in Trust Fund files indicates you are not sixty years of age. Accordingly, further consideration cannot be given your application until you submit documentary proof of your age. Please refer to the Form P-25 previously furnished you with outlines evidence acceptable to the Fund.

Sincerely yours,
Josephine Roche, Director
UMWA Welfare and Retirement Fund

* * *

CONGRESS OF THE UNITED STATES
House of Representatives
Washington, D. C.
April 22nd 1959

Miss Josephine Roche, Director
UMWA Welfare and Retirement Fund
907 Fifteenth Street, N. W.
Washington 5, D. C.

Dear Miss Roche:

I am enclosing statement dated April 16th, 1959, made by Mr. W. H. Steen, Manager, Industrial Relations, United States Steel Corporation, Gary, West Virginia, that the records of that Company indicate that my constituent, Bob Taylor, was born on January 1st, 1897.

On March 17th, 1959, a member of your staff suggested to my office by telephone that Mr. Taylor contact this Company, where he applied for a job in November of 1936, to obtain the enclosed statement.

Exhibit No. 142—(Continued)

I hope very much that this additional evidence will establish Mr. Taylor's entitlement to the pension, and should be most grateful if you would advise me.

Thanking you, and with all good wishes, I am

Sincerely yours,
ELIZABETH KEE, M. C.
(Mrs. John Kee)
5th W. Va. District.

* * *

United Mine Workers of America
Welfare and Retirement Fund
907 Fifteenth Street, Northwest
Washington 5, D. C.

File No. 97435
Name TAYLOR, Robert
District No. —
Local Union No. —

Authorization of Pension

The application of Robert Taylor
Address 910 Ridge Street, Bluefield, West Virginia
is hereby approved. The first payment is for the month of May, 1959.
DATE: 4-24-59

By Donald L. McFarland
Review Unit, Pension Benefits

NOTICE TO PENSIONER:

This pension is subject to suspension at any time by the Trustees for any reason stated in the rules and regulations heretofore adopted by the Trustees, and shall be subject to termination at any time by the Trustees, for any matter, cause or thing, of which they shall be the sole judges and without assignment of reason therefor.

Exhibit No. 143

Ala Boys Industrial School
Birmingham 6, Ala
July 1960

Miss Josephine Roche Director
United Mine Workers Welfare and Retirement Fund

Dear Miss Roche:—

Please send me Information Concerning Pensions from the Welfare and Retirement Fund.

I was Employed in the Coal Industry from the year of 1916 till June 1951 by Roden Coal Co. at Marvel Ala. and from July 1951 to March 1954 by The Catec Coal Co. at Marvel Ala. My occupation was Hoist Engineer and pumper I was forced out of the Coal Industry because the Mines Closed. Due to my age at the time I could not obtain Employment in other mines.

I was a member of Local union 5797 District 20, at Marvel, Ala. From June 1933 through 1954 But am not now in good standing with the union I am sixty years of age can prove my Work Record by Responsible people.

Sincerely
/s/ Thomas Liddle

* * *

July 27, 1960

Mr. Thomas Liddle
Birmingham, Alabama
Roebuck Springs
Birmingham, Alabama

Corres. file

Dear Mr. Liddle:

This is in reply to your recent letter inquiring about pension benefits from the Fund.

Under current Trustee regulations governing pensions, an applicant is required to submit proof satisfactory to the Fund that he was sixty years of age or over at the time of filing his application, that he had completed twenty years of service in a classified job as an employee in the coal industry within the thirty year period immediately preceding the date his applica-

Exhibit No. 143—(Continued)

tion is received at the Fund, that he retired from the coal industry after May 29, 1946, following regular employment in a classified job in the mine of an operator signatory to the Agreement and that he was regularly employed in a classified job in the coal industry immediately prior to May 29, 1946.

If you feel that you meet the above cited requirements of eligibility for pension and wish to apply, please advise us and we will forward the necessary application forms and instructions to you.

Sincerely yours,
Josephine Roche, Director
UMWA Welfare and Retirement Fund

Exhibit No. 143—(Continued)

UNITED MINE WORKERS OF AMERICA
WELFARE AND RETIREMENT FUND
907 Fifteenth Street, N. W., Washington 5, D. C.

APPLICATION FOR PENSION

By filing this application, no rights accrue to the applicant until the benefit is authorized for payment. The burden of proving eligibility for this benefit is on the applicant.

All Questions Must Be Answered—Failure to Do So Will Delay Processing

1. District No.—20 Local Union No.—5197 Date.....
2. Name (Print)—Thomas (*First*) Liddle (*Last*) (*Middle*)
3. Social Security Number 4 1 8 0 3 1 9 2 2
4. Address—Ala. Boys Industrial School (*Street and Number*) Birmingham (*City*) Ala. (*State*)
5. Date of Birth—Sept. (*Month*) 9 (*Day*) 1900 (*Year*) Place of Birth—Whitwell, Tenn.
6. Name of Father—John W. (*First*) Liddle (*Last*) Place of Birth—Holywells, England
7. Name of Mother—Isabelle (First) Riddle (*Maiden*) (*Last*) Place of Birth—Holywells, England
8. Name of Wife, if living—Annie (*First*) Mae (*Middle*) Liddle (*Last*) Age—55
9. Number of Children under 18 years of age—None
10. Have you ceased working in the coal industry?—Yes (*Yes*) (*No*) If "yes", what date—Feb. (*Month, Day, Year*) 1953 and reason for retirement—I was night (Hoist Engineer) and they stoped the night shift. I have worked in the mines 37 years.
11. Were you ever connected with the management or operation of any of the coal companies where you have been employed or did you ever have any financial interest in any company?—No.
12. If "yes", indicate below the name of the company or companies and the period involved.

NAME OF COMPANY	FROM (*month, year*)	TO (*month, year*)
None	None	None

Exhibit No. 143—(Continued)

EMPLOYMENT RECORD

List separately year-by-year in the space provided below all employment in the coal industry for the past thirty years. Start with your first employment in the coal industry in this period list all employers up to and including the last. Your employment for each year must be listed on a separate line. If you had more than one employer during any year list the period of employment with each on a separate line. Include any period of service in the Armed Forces.

Applicants who wish credit for service in the Armed Forces should attach copy of discharge.

Applicants who were off work due to compensable mine inquiry or occupational disease should attach copy of workmen's compensation award.

Year	From Mo.	To Mo.	Name of Coal Company	Location of Coal Company Town	State	Mine No.	Local Union No.	Type Work
1930	1	12	Roden Coal Co.	Marvel,	Ala.	1		Pumper
1931	1	12	" " "	"	"	1		"
1932	1	12	" " "	"	"	1		"
1933	1	12	" " "	"	"	1	5797	"
1934	1	12	" " "	"	"	1	"	Hoist Engineer
1935	1	12	" " "	"	"	1	"	" "
1936	1	12	" " "	"	"	1	"	" "
1937	1	12	" " "	"	"	1	"	" "
1938	1	12	" " "	"	"	1	"	" "
1939	1	12	" " "	"	"	1	"	" "
1940	1	12	" " "	"	"	1	"	" "
1941	1	12	" " "	"	"	1	"	" "
1942	1	12	" " "	"	"	1	"	" "
1943	1	12	" " "	"	"	1	"	" "
1944	1	12	" " "	"	"	1	"	" "
1945	1	12	" " "	"	"	1	"	" "
1946	1	12	" " "	"	"	1	"	" "
1947	1	12	" " "	"	"	1	"	" "
1948	1	12	" " "	"	"	1	"	" "
1949	1	12	" " "	"	"	1	"	" "
1950	1	7	" " "	"	"	1	"	" "
			No. 1 Mine Closed	June 1950				
1950	7	12	Roden Coal Co.	Marvel	"			Supply House
1951	1	11	" " "	"	"			" "
1951	12	12	Cates Coal Co.	"	"		1797	Hoist Engineer
1952	1	12	" " "	"	"		"	" "
1953	1	3	" " "	"	"		"	" "

O.K. Signatory—Sept. 9, 1960

CERTIFICATION BY APPLICANT

Any person, who knowingly and willfully falsifies any records or makes any false representations or statements or withholds any information in order to secure for himself or for any other person a Fund benefit, shall be barred from receiving any benefits from the Fund; and in any case where payment has been made as a result of such false statements or omission of such information, the recipient of benefits will be required to reimburse the Fund in the amount received from the Fund.

(If signature is made by mark (X) two witnesses who know the applicant must sign.)

.....
(Witness)

.....
(Witness)

I certify that the statements made by me in this application are true and correct and that I have listed all of my employment in the coal industry during the past 30 years.

Applicant sign here Thomas Liddle
DO NOT print or stamp

Exhibit No. 143—(Continued)

United Mine Workers of America
Welfare and Retirement Fund
907 Fifteenth Street, Northwest
Washington 5, D. C.

File No. 104788
Name LIDDLE, Thomas
District No. —
Local Union No. —

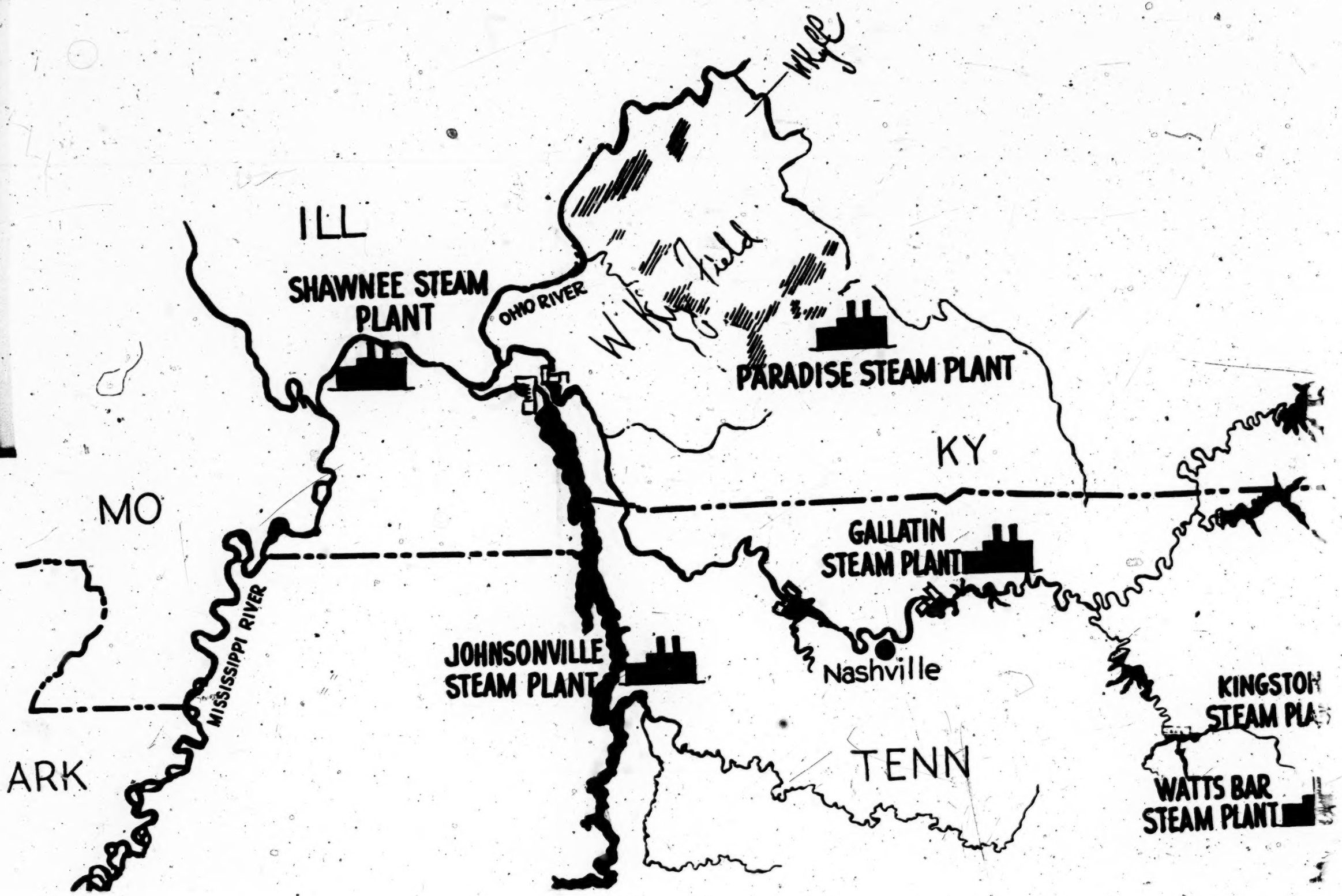
Authorization of Pension

The application of Thomas Liddle
Address Alabama Boys Industrial School, Birmingham, Alabama is hereby approved. The first payment is for the month of December, 1960.
DATE: 11-30-60

By /s/ Donald L. McFarland
Review Unit, Pension Benefits

NOTICE TO PENSIONER:

This pension is subject to suspension at any time by the Trustees for any reason stated in the rules and regulations heretofore adopted by the Trustees, and shall be subject to termination at any time by the Trustees, for any matter, cause or thing, of which they shall be the sole judges and without assignment of reason therefor.
PLEASE NOTE ENCLOSED "NOTICE TO TRUST FUND PENSIONERS" DATED OCTOBER 28, 1960.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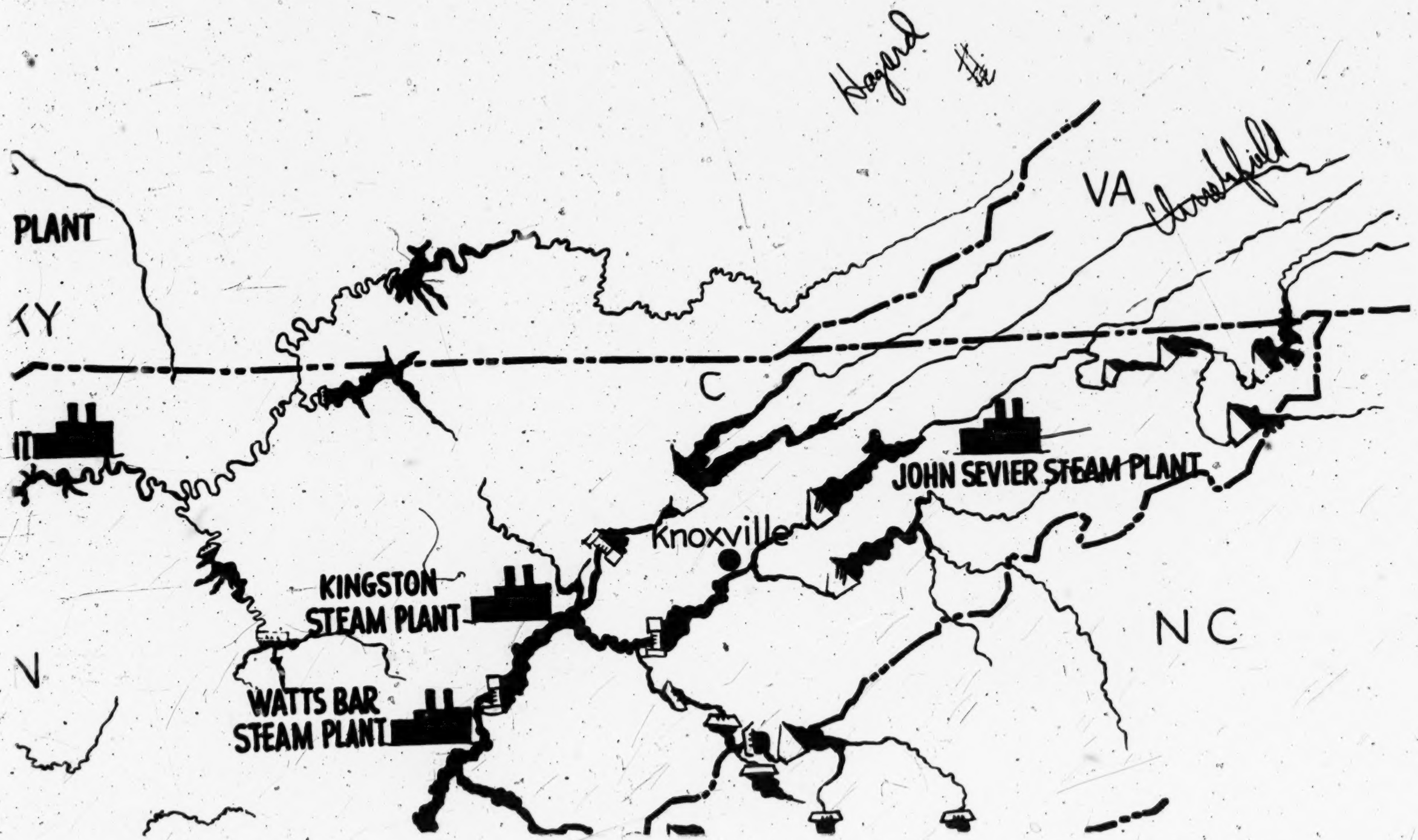
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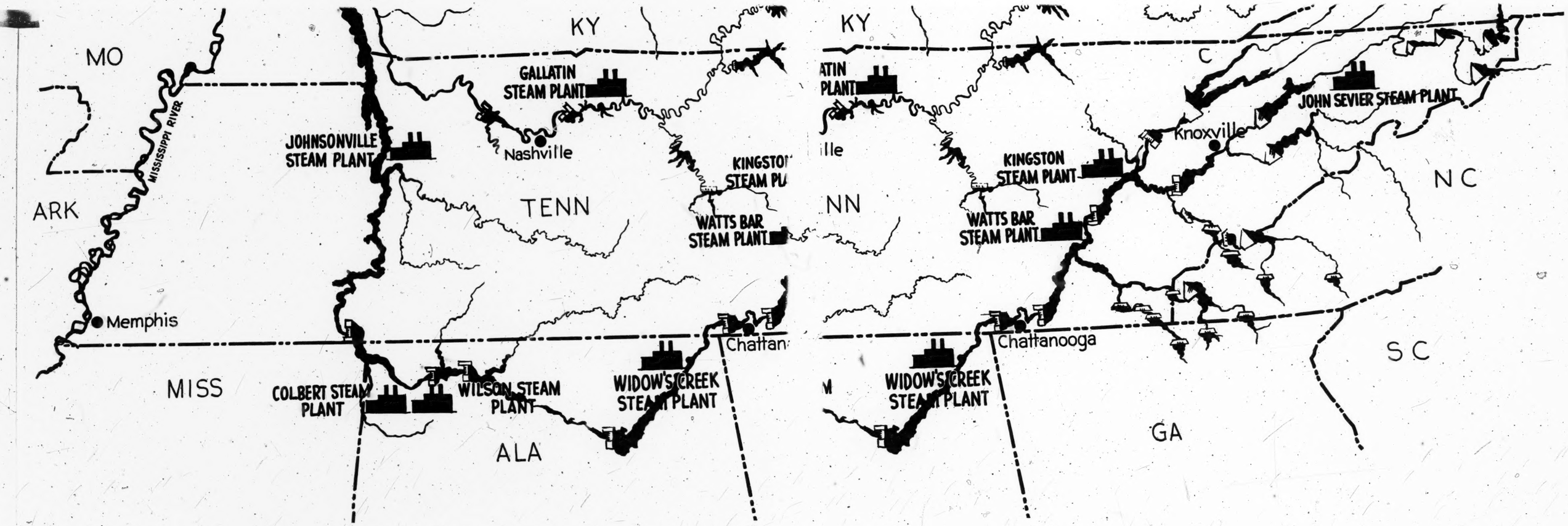
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WATTS BAR STEAM PLANT
Chattanooga
COLBERT STEAM PLANT
WILSON STEAM PLANT
WIDOW'S CREEK STEAM PLANT
ALA
KY
KINGSTON STEAM PLANT
WATTS BAR STEAM PLANT
Knoxville
JOHN SEVIER STEAM PLANT
NC
SC
Chattanooga
WIDOW'S CREEK STEAM PLANT
GA

Exhibit No. 146-A

TABLE 1. UNITED STATES CONSUMPTION OF ENERGY FUELS AND WATERPOWER IN PERCENT OF B.T.U.'s, 1940-1959[1]

Year	Bituminous coal and Lignite	Anthracite	Crude Oil and net Petroleum Products Imported	Natural Gas and Natural Gas Liquids	Water Power	Total
1940	47.2	5.2	31.4	12.4	3.8	100.0
1941	48.4	5.0	30.8	12.1	3.7	100.0
1942	50.7	5.2	27.5	12.4	4.2	100.0
1943	51.1	48.8	27.1	12.6	4.4	100.0
1944	48.5	4.7	29.1	13.3	4.4	100.0
1945	46.5	4.2	30.5	14.1	4.7	100.0
1946	43.0	4.5	32.8	15.0	4.7	100.0
1947	43.5	3.7	32.9	15.5	4.4	100.0
1948	40.1	3.8	35.1	16.6	4.4	100.0
1949	36.9	3.0	36.3	18.8	5.0	100.0
1950	34.8	3.0	37.2	20.3	4.7	100.0
1951	33.3	2.5	37.9	22.0	4.3	100.0
1952	30.0	2.4	39.4	23.8	4.4	100.0
1953	29.7	1.9	40.0	24.3	4.1	100.0
1954	26.2	1.9	41.5	26.3	4.1	100.0
1955	27.8	1.5	40.8	26.1	3.8	100.0
1956	27.0	1.4	41.5	26.3	3.8	100.0
1957	25.8	1.3	41.4	27.8	3.7	100.0
1958	23.1	1.2	42.0	29.5	4.2	100.0
1959	22.4	1.1	42.7	29.9	3.9	100.0

[1]Source: U. S. Bureau of Mines 1959 "Minerals Yearbook," Volume II, "Fuels," pages 8-9.

Exhibit No. 147-A

TABLE 2. UNITED STATES CONSUMPTION OF BITUMINOUS COAL BY CONSUMER CLASSES, IN PERCENT, 1940-1959[1]

Year	Industrials[2]	Coke Producers[3]	Electric Utilities	Retail Deliveries	Railroads	Total
1940	30.3	18.9	11.4	19.6	19.8	100
1941	29.9	18.9	12.2	19.2	19.8	100
1942	29.3	18.7	11.7	18.9	21.4	100
1943	28.1	17.3	12.5	20.2	21.9	100
1944	26.0	17.9	13.0	20.7	22.4	100
1945	26.5	17.0	12.8	21.3	22.4	100
1946	27.9	16.7	13.7	19.7	22.0	100
1947	27.3	19.2	15.8	17.7	20.0	100
1948	26.0	20.6	18.4	16.7	18.3	100
1949	26.3	20.5	18.1	19.8	15.3	100
1950	25.7	22.9	19.4	18.6	13.4	100
1951	26.7	24.2	21.7	15.9	11.5	100
1952	27.0	23.3	24.7	16.0	9.0	100
1953	26.7	26.4	26.3	14.1	6.5	100
1954	25.7	23.5	31.7	14.3	4.8	100
1955	25.3	25.3	33.2	12.5	3.7	100
1956	25.7	24.5	35.8	11.2	2.8	100
1957	25.2	26.1	38.1	8.6	2.0	100
1958	26.8	21.0	42.0	9.2	1.0	100
1959	24.4	21.6	45.3	8.0	.7	100

[1]Source: Basic data from U. S. Bureau of Mines 1959 "Minerals Yearbook," Volume II, "Fuels," page 120.
[2]Oven coke plants plus beehive coke plants.
[3]Steel and rolling mills, cement mills, bunker, and other manufacturing and mining industries.

Exhibit No. 148-A

TABLE 3. TRENDS IN BITUMINOUS COAL PRODUCTION IN THE UNITED STATES AND TENNESSEE, 1940-1959 INDEX 1950 = 100[1]

(Data plotted on Figure 3.)

Year	United States	Tennessee
1940	89.2	118.5
1941	99.6	139.0
1942	112.9	160.9
1943	114.3	141.6
1944	120.0	143.3
1945	111.9	123.7
1946	103.4	110.8
1947	122.1	123.4
1948	116.1	127.9
1949	84.8	82.3
1950	100.0	100.0
1951	103.4	106.5
1952	90.4	103.8
1953	88.6	107.8
1954	75.9	126.8
1955	90.0	139.1
1956	97.0	174.5
1957	95.4	156.9
1958	79.5	133.8
1959	79.8	116.6

[1]Source: Based on production data shown in Tables B and C.

Exhibit No. 149-A

TABLE 4. UNITED STATES TOTAL PRODUCTION OF BITUMINOUS COAL IN PERCENT, BY SIZE OF ANNUAL OUTPUT, 1940-1959[1]

Year	CLASS 1 500,000 tons and over	CLASS 2 200,000 to 500,000 tons	CLASS 3 100,000 to 200,000 tons	CLASS 4 50,000 to 100,000 tons	CLASS 5 10,000 to 50,000 tons	CLASS 6 Less than 10,000 tons	Total
1940	45.7	26.6	13.4	5.8	5.8	2.7	100
1941	45.3	28.1	12.5	5.7	5.8	2.6	100
1942	48.2	26.4	12.0	5.5	5.7	2.2	100
1943	47.1	27.9	11.1	5.8	6.0	2.1	100
1944	45.6	26.6	13.0	6.1	6.7	2.0	100
1945	42.3	25.5	14.6	7.6	7.8	2.2	100
1946	38.2	27.0	14.8	8.6	8.8	2.6	100
1947	41.5	24.6	14.0	8.0	9.4	2.5	100
1948	38.0	25.6	13.8	9.1	10.2	3.3	100
1949	29.3	27.3	16.1	10.9	11.4	5.0	100
1950	35.9	27.1	14.0	8.6	10.2	4.2	100
1951	42.4	25.4	12.2	8.0	8.8	3.2	100
1952	40.5	26.2	12.9	8.1	9.0	3.3	100
1953	44.4	26.4	10.9	7.2	8.0	3.1	100
1954	44.1	25.3	10.5	7.5	9.1	3.5	100
1955	47.4	22.5	10.1	7.2	8.7	4.1	100
1956	48.6	20.8	10.2	6.8	9.3	4.3	100
1957	48.5	21.3	9.0	6.7	10.5	4.0	100
1958	45.7	21.2	10.1	6.9	11.4	4.7	100
1959	49.9	19.2	9.0	6.6	10.4	4.9	100

[1] Sources. Basic data from U. S. Bureau of Mines Mineral Yearbooks, by years, as follows:
1940, Minerals Yearbook 1941, pp. 831, 832; 1941, M.Y. 1942, pp. 858, 859; 1942, M.Y. 1943, pp. 870, 871; 1943, M.Y. 1944, pp. 855, 856; 1944, M.Y. 1945, pp. 862, 863, 1945, M.Y. 1946, pp. 296, 297; 1946, M.Y. 1947, pp. 281, 282; 1947, M.Y. 1948, pp. 299, 300; 1948, M.Y. 1949, pp. 293, 294; 1949, M.Y. 1950, pp. 278-280; 1950, M.Y. 1951, pp. 318, 319; 1951, M.Y. 1951, pp. 320, 321; 1952, M.Y. Vol. II, pp. 58, 59; 1953, M.Y. Vol. II, pp. 47, 48; 1954, M.Y. Vol. II, p. 44; 1955, M.Y. Vol. II, pp. 43, 44; 1956, M.Y. Vol. II, pp. 46, 47; 1957, M.Y. Vol. II, pp. 61, 62; 1958, M.Y. Vol. II, pp. 63, 64; 1959, M.Y. Vol. II, pp. 59, 60.

Exhibit No. 150-A

TABLE 5. TENNESSEE TOTAL PRODUCTION OF BITUMINOUS COAL IN PERCENT, BY SIZE OF ANNUAL OUTPUT, 1940-1959[1]

Year	CLASS 1 500,000 tons and over	CLASS 2 200,000 to 500,000 tons	CLASS 3 100,000 to 200,000 tons	CLASS 4 50,000 to 100,000 tons	CLASS 5 10,000 to 50,000 tons	CLASS 6 Less than 10,000 tons	Total
1940	---	48.8	24.7	14.7	8.1	3.7	100.0
1941	---	50.5	24.7	13.0	8.2	3.6	100.0
1942	6.5	44.0	24.2	12.0	9.0	4.3	100.0
1943	7.5	46.0	18.4	16.5	6.5	5.1	100.0
1944	---	49.7	21.3	11.6	13.4	4.0	100.0
1945	---	39.0	23.8	19.5	13.6	4.1	100.0
1946	---	36.5	27.5	20.2	12.5	3.3	100.0
1947	---	32.4	43.3	8.2	12.0	4.1	100.0
1948	---	34.8	35.6	14.8	9.6	5.2	100.0
1949	---	10.6	34.2	33.6	12.2	9.4	100.0
1950	---	19.6	38.1	23.5	13.7	5.1	100.0
1951	---	15.6	30.2	25.7	16.8	11.7	100.0
1952	---	19.9	25.8	17.1	17.4	19.8	100.0
1953	---	27.9	17.3	10.1	17.7	27.0	100.0
1954	---	---	---	---	---	---	---
1955	---	20.7	19.5	13.1	26.2	20.5	100.0
1956	8.8	22.2	13.0	16.3	23.4	16.3	100.0
1957	---	30.6	17.0	13.2	23.7	15.5	100.0
1958	---	24.4	3.6	19.9	30.6	21.5	100.0
1959	---	26.7	3.8	13.0	35.3	21.2	100.0

[1]Sources, Basic data from U. S. Bureau of Mines Mineral Yearbooks, by years, as follows:
1940, Minerals Yearbook 1941, pp. 831, 832; 1941, M.Y. 1942, pp. 858, 859; 1942, M.Y. 1943, pp. 870, 871; 1943, M.Y. 1944, pp. 855, 856; 1944, M.Y. 1945, pp. 862, 863; 1945, M.Y. 1946, pp. 296, 297; 1946, M.Y. 1947, pp. 281, 282; 1947, M.Y. 1948, pp. 299, 300; 1948, M.Y. 1949, pp. 293, 294; 1949, M.Y. 1950, pp. 278-280; 1950, M.Y. 1951, pp. 318, 319; [illegible], M.Y. 1951, pp. 320, 321; 1952, M.Y. Vol. II, pp. 58, 59; 1953, M.Y. Vol. II, [illegible] 47, 48; 1954, M.Y. Vol. II, p. 42; 1955, M.Y. Vol. II, pp. 43, 44; 1956, M.Y. [illegible] II, pp. 46, 47; 1957, M.Y. Vol. II, pp. 61, 62; 1958, M.Y. Vol. II, pp. 63, 64; 1959, M.Y. Vol. II, pp. 59, 60.

Exhibit No. 151-A

TABLE 6. NUMBER OF BITUMINOUS COAL MINES, BY SIZE OF ANNUAL OUTPUT IN THE UNITED STATES, 1940-1959[1]

Year	CLASS 1 500,000 tons and over	CLASS 2 200,000 to 500,000 tons	CLASS 3 100,000 to 200,000 tons	CLASS 4 50,000 to 100,000 tons	CLASS 5 10,000 to 50,000 tons	CLASS 6 Less than 10,000 tons	Total
1940	247	389	432	371	1,157	3,728	6,324
1941	276	454	437	402	1,305	3,948	6,822
1942	316	495	484	445	1,492	3,740	6,972
1943	318	537	464	481	1,544	3,276	6,620
1944	310	518	559	540	1,776	3,225	6,928
1945	277	476	591	629	1,920	3,140	7,033
1946	249	457	560	637	2,016	3,414	7,333
1947	303	498	618	704	2,665	3,912	8,700
1948	265	490	580	768	2,697	4,279	9,079
1949	164	383	497	666	2,148	4,701	8,559
1950	218	456	514	622	2,367	5,252	9,429
1951	264	434	464	604	2,046	4,197	8,009
1952	231	386	425	532	1,820	3,881	7,275
1953	226	398	358	484	1,629	3,576	6,671
1954	190	300	290	410	1,612	3,328	6,130
1955	227	320	331	471	1,908	4,599	7,856
1956	246	323	365	488	2,112	4,986	8,520
1957	245	303	311	466	2,393	4,821	8,539
1958	200	265	295	408	2,169	4,927	8,264
1959	212	248	261	383	1,948	4,667	7,719

[1] Sources, U. S. Bureau of Mines Mineral Yearbooks, by years, as follows: 1940, Minerals Yearbook 1941, pp. 831, 832; 1941, M.Y. 1942, pp. 858, 859; 1942, M.Y. 1943, pp. 870, 871; 1943, M.Y. 1944, pp. 855, 856; 1944, M.Y. 1945, pp. 862, 863; 1945, M.Y. 1946, pp. 296, 297; 1946, M.Y. 1947, pp. 281, 282; 1947, M.Y. 1948, pp. 299, 300; 1948, M.Y. 1949, pp. 293, 294; 1949, M.Y. 1950, pp. 278-280; 1950, M.Y. 1951, pp. 318, 319; 1951, M.Y. 1951, pp. 320, 321; 1952, M.Y. Vol. II, pp. 58, 59; 1953, M.Y. Vol. II, pp. 47, 48; 1954, M.Y. Vol. II, p. 44; 1955, M.Y. Vol. II, pp. 43, 44; 1956, M.Y. Vol. II, pp. 46, 47; 1957, M.Y. Vol. II, pp. 61, 62; 1958, M.Y. Vol. II, pp. 63, 64; 1959, M.Y. Vol. II, pp. 59, 60.

Exhibit No. 152-A

TABLE 7. NUMBER OF BITUMINOUS COAL MINES, BY SIZE OF ANNUAL OUTPUT, IN TENNESSEE, 1940-1959

Year	CLASS 1 500,000 tons and over	CLASS 2 200,000 to 500,000 tons	CLASS 3 100,000 to 200,000 tons	CLASS 4 50,000 to 100,000 tons	CLASS 5 10,000 to 50,000 tons	CLASS 6 Less than 10,000 tons	Total
1940	—	10	10	12	21	71	124
1941	—	12	12	13	25	84	146
1942	1	12	13	14	31	103	174
1943	1	12	10	17	29	110	180
1944	—	12	12	12	46	69	151
1945	—	9	10	21	39	61	140
1946	—	8	14	15	30	49	113
1947	—	8	19	7	34	63	131
1948	—	9	16	13	30	88	156
1949	—	2	11	19	21	103	156
1950	—	4	15	16	30	68	133
1951	—	3	11	18	43	181	256
1952	—	4	10	14	52	279	359
1953	—	6	7	8	55	453	529
1954	—	—	—	—	—	—	361
1955	—	5	9	14	90	386	504
1956	1	7	9	21	107	388	533
1957	—	7	11	14	83	376	491
1958	—	5	2	20	97	376	500
1959	—	5	2	12	103	358	480

Sources. U. S. Bureau of Mines Mineral Yearbooks, by years, as follows: 1940, Minerals Yearbook 1941, pp. 831, 832; 1941, M.Y. 1942, pp. 858, 859; 1942, M.Y. 1943, pp. 870, 871; 1943, M.Y. 1944, pp. 855, 856; 1944, M.Y. 1945, pp. 862, 863; 1945, M.Y. 1946, pp. 296, 297; 1946, M.Y. 1947, pp. 281, 282; 1947, M.Y. 1948, pp. 299, 300; 1948, M.Y. 1949, pp. 293, 294; 1949, M.Y. 1950, pp. 278-280; 1950, M.Y. 1951, pp. 318, 319; 1951, M.Y. 1951, pp. 320, 321; 1952, M.Y. Vol. II, pp. 58, 59; 1953, M.Y. Vol. II, pp. 47, 48; 1954, M.Y. Vol. II, p. 42; 1955, M.Y. Vol. II, pp. 43, 44; 1956, M.Y. Vol. II, pp. 46, 47; 1957, M.Y. Vol. II, pp. 61, 62; 1958, M.Y. Vol. II, pp. 63, 64; 1959, M.Y. Vol. II, pp. 56, 60.

Exhibit No. 153-A

TABLE 8. UNITED STATES TOTAL PRODUCTION OF BITUMINOUS COAL BY METHOD OF MINING, IN PERCENT, 1940-1959

Year	Underground Production Mechanically Loaded	Strip	Augur	Underground Production Hand Loaded	Total Production
1940	32*	9†	—	59*	100
1941	36*	11†	—	53*	100
1942	40*	12†	—	48*	100
1943	42*	14†	—	44*	100
1944	44*	16†	—	40*	100
1945	45*	19†	—	36*	100
1946	46*	21†	—	33*	100
1947	47*	22†	—	31*	100
1948	49*	23†	—	28*	100
1949	51*	24†	—	25*	100
1950	53*	24†	—	23*	100
1951	57*	22†	—	21*	100
1952	58*	23†	—	19*	100
1953	61*	23†	1†	15*	100
1954	62*	25†	1†	12*	100
1955	63*	25†	1†	11*	100
1956	61*	25†	2†	12*	100
1957	62*	25†	2†	11*	100
1958	59*	28†	2†	11*	100
1959	59*	29†	2†	10*	100

(1) Less than 0.1 percent.

Source: Basic data from U. S. Bureau of Mines Minerals Yearbooks, by years, as follows:

1940, Minerals Yearbook 1941.* p. 862.† p. 841; 1941, M.Y. 1942.* p. 883.† p. 869; 1942, M.Y. 1943.* p. 910.† p. 886; 1943, M.Y. 1944.* p. 879.† p. 865; 1944, M.Y. 1945.* p. 885.† p. 871; 1945, M.Y. 1946.* p. 320.† p. 306; 1946, M.Y. 1947.* p. 300.† p. 287; 1947, M.Y. 1948.* p. 321.† p. 305; 1948, M.Y. 1949.* p. 312.† p. 295; 1949, M.Y. 1950.* p. 283.† p. 266; 1950, M.Y. 1951.* p. 325.† p. 325; 1951, M.Y. 1951.* p. 326.† p. 326; 1952, M.Y. Vol. II.* p. 63.† p. 63; 1953, M.Y. Vol. II.* p. 91.† p. 52; 1954, M.Y. Vol. II.* p. 70.† p. 48; 1955, M.Y. Vol. II.* p. 74.† p. 48; 1956, M.Y. Vol. II.* p. 78.† p. 50; 1957, M.Y. Vol. II.* p. 93.† p. 64; 1958, M.Y. Vol. II.* p. 96.† p. 66; 1959, M.Y. Vol. II.* p. 91.† p. 62.

Exhibit No. 154-A

TABLE 9. TENNESSEE TOTAL PRODUCTION OF BITUMINOUS COAL BY METHOD OF MINING, IN PERCENT, 1940-1959

Year	Underground Production Mechanically Loaded	Strip	Augur	Underground Production Hand Loaded	Total Production
1940	12*	(1)†	—	88*	100
1941	20*	(1)†	—	80*	100
1942	22*	—	—	78*	100
1943	27*	(1)†	—	73*	100
1944	34*	2†	—	64*	100
1945	42*	3†	—	55*	100
1946	42*	4†	—	54*	100
1947	46*	8†	—	46*	100
1948	47*	14†	—	39*	100
1949	43*	11†	—	46*	100
1950	38*	12†	—	50*	100
1951	36*	9†	—	55*	100
1952	32*	10†	—	58*	100
1953	34*	12†	1†	53*	100
1954	27*	23†	1†	49*	100
1955	27*	23†	1†	49*	100
1956	33*	22†	4†	41*	100
1957	31*	33†	4†	32*	100
1958	29*	29†	7†	35*	100
1959	32*	23†	6†	39*	100

Source: Basic data from U. S. Bureau of Mines Minerals Yearbooks, by years, as follows:
1940, Minerals Yearbook 1941,* p. 862,† p. 841; 1941, M.Y. 1942,* p. 883,† p. 869; 1942, M.Y. 1943,* p. 910,† p. 886; 1943, M.Y. 1944,* p. 879,† p. 863; 1944, M.Y. 1945,* p. 885,† p. 871; 1945, M.Y. 1946,* p. 320,† p. 305; 1946, M.Y. 1947,* p. 300,† p. 287; 1947, M.Y. 1948,* p. 321,† p. 305; 1948, M.Y. 1949,* p. 312,† p. 295; 1949, M.Y. 1950,* p. 283,† p. 286; 1950, M.Y. 1951,* p. 325,† p. 325; 1951, M.Y. 1951,* p. 326,† p. 326; 1952, M.Y. Vol. II,* p. 63,† p. 63; 1953, Vol. II,* p. 91,† p. 52; 1954, Vol. II,* p. 70,† p. 48; 1955, Vol. II,* p. 74,† p. 48; 1956, Vol. II,* p. 78,† p. 50; 1957, Vol. II,* p. 93,† p. 64; 1958, Vol. II,* p. 96,† p. 66; 1959, Vol. II,* p. 91,† p. 62.

Exhibit No. 135-A

TABLE A. UNITED STATES EXPORTS OF BITUMINOUS COAL 1940-1959

(Thousands of net tons)

Year	Canada	Europe	Other	Total
1940[1]	13,537	652	2,277	16,466
1941[2]	19,195	370	2,175	20,740
1942[3]	21,016	253	1,674	22,943
1943[4]	24,270	294	1,272	25,836
1944[4]	24,367	218	1,447	26,032
1945[5]	21,586	3,924	2,446	27,956
1946[5]	21,880	16,074	3,255	41,209
1947[6]	25,848	36,703	6,116	68,667
1948[7]	25,843	16,093	3,994	45,930
1949[7]	15,982	8,682	3,178	27,842
1950[7]	23,009	794	1,665	25,468
1951[7]	22,823	27,925	5,974	56,722
1952[7]	20,957	20,672	6,014	47,643
1953[8]	19,584	8,312	5,864	33,760
1954[8]	15,910	10,471	4,660	31,041
1955[8]	17,185	28,677	5,415	51,277
1956[9]	20,654	41,156	6,743	68,553
1957[9]	18,445	49,702	8,299	76,446
1958[9]	12,235	32,889	5,167	50,291

[1]Minerals Yearbook, 1940, p. 815
[2]Minerals Yearbook, 1942, p. 908
[3]Minerals Yearbook, 1943, pp. 940, 941
[4]Minerals Yearbook, 1945, pp. 911, 912
[5]Minerals Yearbook, 1947, p. 333
[6]Minerals Yearbook, 1949, pp. 338, 339
[7]Minerals Yearbook, Vol. II, 1952, pp. 129, 130
[8]Minerals Yearbook, Vol. II, 1956, pp. 111, 112
[9]Minerals Yearbook, Vol. II, 1959, pp. 127, 128

TABLE B. SALIENT STATISTICS ON BITUMINOUS COAL IN THE UNITED STATES, 1940-1958[1]

Year	Production (net tons)	Average value per ton f. o. b. mines	Number of mines	Average number of men working daily	Average tons per man per day	Average number of days worked	Percentage of underground production—		Percentage of total production—	
							Cut by machine	Mechanically loaded	Mechanically cleaned	Mined by stripping
1940	460,771,500	$1.91	6,324	439,075	5.19	202	88.4	35.4	22.2	9.2
1941	514,149,245	2.19	6,822	456,981	5.20	216	89.0	40.7	22.9	10.7
1942	582,692,937	2.36	6,972	461,991	5.12	246	89.7	45.2	24.4	11.5
1943	590,177,069	2.69	6,620	416,007	5.38	264	90.3	48.9	24.7	13.5
1944	619,576,240	2.92	6,928	393,347	5.67	278	90.5	52.9	25.6	16.3
1945	577,617,327	3.06	7,033	383,100	5.78	261	90.8	56.1	25.6	19.0
1946	533,922,068	3.44	7,333	396,434	6.30	214	90.8	58.4	26.0	21.1
1947	630,623,722	4.16	8,700	419,182	6.42	234	90.0	60.7	27.7	22.1
1948	599,518,229	4.99	9,079	441,631	6.26	217	90.7	64.3	30.2	23.3
1949	437,868,036	4.88	8,559	433,698	6.43	157	91.4	67.0	35.1	24.2
1950	516,311,053	4.84	9,429	415,582	6.77	183	91.8	69.4	38.5	23.9
1951	533,664,732	4.92	8,009	372,897	7.04	203	93.4	73.1	45.0	22.0
1952	466,840,782	4.90	7,275	335,217	7.47	186	92.8	75.6	48.7	23.3
1953	457,290,449	4.92	6,671	293,106	8.17	191	92.3	79.6	52.9	23.1
1954	391,706,300	4.52	6,130	227,397	9.47	182	88.8	84.0	59.4	25.1
1955	464,633,408	4.50	7,856	225,093	9.84	210	88.1	84.6	58.7	24.8
1956	500,874,077	4.82	8,520	228,163	10.28	214	84.6	84.0	58.4	25.4
1957	492,703,916	5.08	8,539	228,635	10.59	203	80.9	84.8	61.7	25.2
1958	410,445,547	4.86	8,264	197,402	11.33	184	75.3	84.9	63.1	28.3

[1]Source: U. S. Bureau of Mines 1959 "Minerals Yearbook," Volume II, pages 46-48.

TABLE C. SALIENT STATISTICS ON BITUMINOUS COAL IN TENNESSEE, 1940-1958 1/

4157A

Year	Production (net tons)	Average value per ton f.o.b. Mines	Number of mines	Average number of men working daily	Average tons per man per day	Average number of days worked	Percentage of underground production: Cut by Machine	Percentage of underground production: Mechanically loaded	Percentage of total production: Mechanically cleaned	Percentage of total production: Mined by stripping
1940	6,000,650 a/	$2.00 a/	128 b/	8,666 a/	3.38 a/	208 a/	70.8 a/	11.5 d/	5.2 a/	(f)
1941	7,015,271 a/	2.34 a/	146 b/	9,172 a/	3.53 a/	210 a/	73.2 a/	20.2 d/	1.6 d/	a/
1942	6,150,237 a/	2.51 a/	174 b/	9,618 a/	3.15 a/	266 a/	76.2 a/	22.5 d/	5.6 a/	—
1943	7,178,918 a/	2.83 a/	160 a/	7,926 a/	3.78 a/	239 a/	76.7 b/	22.1 d/	6.3 d/	a/
1944	7,266,047 a/	3.26 a/	151 a/	6,860 a/	4.02 a/	271 a/	76.9 b/	21.9 d/	4.8 d/	1.5 a/
1945	6,270,708 a/	3.43 a/	140 a/	6,478 a/	4.03 a/	240 a/	78.8 b/	13.1 d/	4.8 d/	3.1 a/
1946	5,618,352 a/	3.48 a/	113 a/	6,734 a/	4.24 a/	196 a/	81.4 b/	13.5 d/	2.2 d/	5.6 a/
1947	6,258,483 a/	4.77 a/	131 a/	6,386 a/	4.69 a/	209 a/	83.9 b/	19.6 d/	3.0 d/	8.3 a/
1948	6,483,029 a/	5.74 a/	156 a/	6,852 a/	4.82 a/	196 a/	81.4 b/	24.0 d/	4.1 d/	13.[illegible] a/
1949	4,172,272 a/	5.25 a/	156 a/	7,022 a/	4.26 a/	139 a/	87.0 b/	18.7 d/	4.9 d/	11.[illegible] a/
1950	5,069,800 a/	5.10 a/	133 a/	6,464 a/	4.67 a/	163 a/	89.5 b/	12.5 d/	7.1 d/	11.[illegible] a/
1951	5,400,946 a/	4.93 a/	256 a/	6,514 a/	4.90 a/	169 a/	83.[illegible] b/	40.0 d/	11.[illegible] d/	[illegible] a/
1952	5,264,954 a/	4.85 a/	359 a/	6,910 a/	5.04 a/	151 a/	73.9 b/	35.[illegible] d/	7.1 d/	10.[illegible] a/
1953	5,466,569 a/	4.60 a/	525 a/	6,372 a/	5.50 a/	156 a/	65.1 b/	39.8 d/	8.8 d/	12.[illegible] a/
1954	6,428,831 a/	3.96 a/	361 a/	4,507 a/	7.97 a/	178 a/	64.[illegible] b/	35.8 d/	7.3 d/	[illegible] a/
1955	7,052,844 a/	4.08 a/	504 a/	6,397 a/	6.79 a/	172 a/	84.[illegible] b/	35.7 d/	8.1 d/	[illegible] a/
1956	8,217,770 a/	4.02 a/	533 a/	6,406 a/	7.17 a/	178 a/	85.7 b/	44.0 d/	11.3 d/	[illegible] a/
1957	7,955,088 a/	3.92 a/	491 a/	6,226 a/	7.91 a/	122 a/	84.3 b/	42.6 d/	9.1 d/	[illegible] a/
1958	6,784,600 a/	3.83 a/	500 a/	5,834 a/	8.22 a/	111 a/	75.7 b/	44.6 d/	4.6 d/	[illegible] a/

1/ Source: U. S. Bureau of Mines Minerals Yearbooks, by years, as follows:
1940, Minerals Yearbook 1941, a/ p.836, b/ p.832, c/ p.841, d/ basic data p.842, e/ p.861, f/ basic data p.842; 1941, N.Y. 1942, a/ p.853, b/ p.850, c/ p.868, d/ p.883, e/ basic data p.865; 1942, N.Y. 1943, a/ p.860, b/ p.870, c/ p.886, d/ p.870 of 1943 Vol., e/ p.915; 1943, N.Y. 1944, a/ p.847, b/ p.865, c/ p.878, d/ p.882, e/ basic data p.878; 1944, N.Y. 1945, a/ p.857, b/ p.871, c/ p.891, d/ p.899; 1945, N.Y. 1946, a/ p.290, b/ p.305, c/ p.311, d/ p.324; 1946, N.Y. 1947, a/ p.278 b/ p.287, c/ p.299, d/ p.303; 1947, N.Y. 1948, a/ p.296, b/ p.305, c/ p.320, d/ p.329; 1948, N.Y. 1949, a/ p. 290, b/ p.[illegible] c/ p.311, d/ p.318; 1949, N.Y. 1950, a/ p.276, b/ p.286, c/ p.300, d/ p.308; 1950, N.Y. 1951, a/ p.316, b/ p.327, c/ p.343 d/ p.350, e/ p.328; 1951, N.Y. 1951, a/ p. 317, b/ p.326, c/ p.343, d/ p.350, e/ p.3[illegible]; 1952 N.Y. Vol. II, a/ p.56, b/ p.64, c/ p.90, d/ p.97, e/ p.63; 1953, N.Y. Vol. II, a/ p.43, b/ p.55, c/ p.[illegible], d/ p.107, e/ p.[illegible]; 1954, N.Y. Vol. II, a/ p.42, b/ p.49, c/ p.70, d/ p.73, e/ p.48; 1955, N.Y. Vol. II, a/ p.40, b/ p.4[illegible], c/ p.[illegible] 76, d/ p.77, e/ p.48; 1956, N.Y. Vol.II, a/ p.43, b/ p.52, c/ p.78, d/ p.81, e/ p.50; 1957, N.Y. Vol. II, a/ p.50, b/ p.66, c/ p.90, d/ p.97, e/ p.64; 1958 N.Y. Vol. II, a/ p.50, b/ p.62, c/ p.96, d/ p.102, e/ p.66.

Exhibit No. 157-A

1725a

Exhibit No. 165

AVERAGE PRICE F.O.B. MINE

	United States	Tennessee	Phillips On Spot Market
1949	$4.88	$5.25	
1950	4.84	5.40	
1951	4.92	4.99	
1952	4.90	4.85	
1953	4.92	4.60	
1954	4.52	3.96	
1955	4.50	4.08	
1956	4.82	4.02	$3.92
1957	5.08	3.92	3.20⅓
1958	4.86	3.83	3.13⅓
1959			

Exhibit No. 166

TENNESSEE VALLEY AUTHORITY
ANNUAL CONSUMPTION OF COAL IN TONS
FISCAL YEAR ENDING 6-30-56 THROUGH 6-30-59

Year	Shawnee	Johnsonville	Colbert	Gallatin	Widows Creek	Kingston	John Sevier	Watts Bar
1956	4,481,000	2,573,000	2,321,000	—	2,367,000	4,290,000	1,149,000	406,000
1957	4,793,000	2,369,000	2,205,000	608,000	1,904,000	4,699,000	1,662,000	—
1958	4,849,000	2,074,000	1,903,000	1,193,000	1,223,000	4,326,000	1,450,000	—
1959	4,835,000	2,695,000	2,255,000	1,442,000	1,576,000	4,334,000	1,503,000	—

Exhibit No. 167

TABLE 60.—Average value per ton, f.o.b. mines, of bituminous coal and lignite produced in the United States, 1957–58, by States

State	1957				1958			
	Underground mines	Strip mines	Auger mines	Total, all mines	Underground mines	Strip mines	Auger mines	Total, all mines
Alabama	$8.74	$5.25	$3.40	$8.49	$8.87	$5.17	$8.53	$8.47
Alaska	8.41	8.80		8.66	8.72	9.28		9.13
Arizona	7.02			7.02	7.03			7.03
Arkansas	8.55	6.80		7.83	8.22	7.34		7.53
Colorado	6.36	3.57		6.08	6.97	3.60		6.49
Georgia	4.65			4.65	5.00			5.00
Illinois	4.02	3.97		4.00	4.09	3.94	3.96	4.02
Indiana	4.19	3.79		3.92	4.20	3.76		3.89
Iowa	4.06	3.31		3.46	4.13	3.35		3.52
Kansas	5.69	4.43		4.45	6.08	4.49		4.51
Kentucky	4.91	3.38	3.86	4.53	4.81	3.33	3.51	4.36
Maryland	5.21	3.28		4.12	4.69	3.13		3.77
Missouri	4.26	4.23		4.26	4.94	4.26		4.29
Montana:								
Bituminous	5.83	4.65		5.33	6.30	3.44		5.94
Lignite	4.03	3.38		3.80	4.27	1.95		2.34
Total, Montana	5.71	4.59		5.23	6.14	2.33		4.94
New Mexico	6.04	6.13		6.05	6.52	4.17		6.15
North Dakota (lignite)	4.11	2.32		2.32	4.73	2.33		2.34
Ohio	4.65	3.64	3.71	3.96	4.68	3.64	3.65	3.94
Oklahoma	8.91	5.84		6.45	8.85	6.02		6.66
Pennsylvania	6.34	4.10	3.55	5.77	6.21	3.86	3.12	5.52
South Dakota (lignite)		3.75		3.75		4.00		4.00
Tennessee	4.25	3.38	2.88	3.92	3.99	3.67	2.99	3.83
Utah	5.87			5.87	5.70			5.70
Virginia	5.33	3.96	4.11	5.22	4.98	3.74	3.15	4.86
Washington	7.68	7.30		7.66	7.81	7.30		7.80
West Virginia	5.71	4.43	4.48	5.58	5.46	4.02	3.83	5.22
Wyoming	6.37	2.48		3.67	6.53	2.72		3.87
Total	5.52	3.89	4.12	5.08	5.33	3.80	3.60	4.88

Exhibit No. 168

COAL SHIPPED TO T.V.A. FROM WEST KENTUCKY & NASHVILLE AND T.V.A. TOTAL RECEIPTS OF COAL

	T.V.A. Total Receipts[1]	Shipped by West Kentucky and Nashville[2]	Per Cent of Total Shipped by West Kentucky & Nashville
1952		496,500	
1953		648,662	
1954	10,196,290	978,824	9.6
1955	14,377,000	1,298,923	9.0
1956	20,354,000	1,511,987	7.4
1957	19,581,879	963,384	4.9
1958	17,633,466	1,094,396	6.4
1959	17,808,900	1,336,870	7.5

[1]From deposition of Mr. Hill of T.V.A., read in evidence, Record 1590-1593.
[2]Nashville Coal Company acquired by West Kentucky Coal Company October 1, 1955; shown in figures starting that date.

Exhibit No. 169

WEST KENTUCKY COAL COMPANY—
NASHVILLE COAL COMPANY, INC.
BIDS ON COAL TO TVA FROM UNIONTOWN MINE

Date	Tons	Award		TVA Plant Evaluation Colbert		TVA Plant Evaluation Shawnee
Date	Tons	Award		Colbert		Shawnee
2/28/57	12,500	No	($4.75)	.2180[1]		———
3/13/57	12,500	No	($4.75)	.2180[2]		———
3/20/57	12,500	No	($4.75)	.2180[3]		———
3/27/57	20,000	No.	($4.25)	.1961[4]		———
4/11/57	20,000	No	($4.25)	.1961[5]		———
4/24/57	20,000	No	($4.25)	.1961[6]		———
9/ 4/57	60,000	No		.1961[7]		.1675[8]
9/18/57	60,000	No		———	($3.70)	.1668[9]
9/27/57	18,000	Yes		———	($3.70)	.1668[10]
10/ 2/57	18-60,000	No		———	($3.70)	.1668[11]
10/ 8/57	18-60,000	No		———	($3.70)	.1668[12]
10/15/57	18-60,000	No		———	($3.70)	.1668[13]
10/25/57	18,000	Yes		———	($3.70)	.1649[14]
10/30/57	18-60,000	No		———	($3.70)	.1651[15]
11/ 6/57	18-60,000	No		———	($3.70)	.1649[16]
11/15/57	18,000	Yes		———	($3.70)	.1649[17]
11/22/57	36,000	Yes		———	($3.70)	.1649[18]
11/26/57	18-36,000	No		———	($3.70)	.1649[19]
12/ 4/57	18-36,000	No		———	($3.70)	.1649[20]
12/20/57	36,000	Yes		———	($3.62)	.1616[21]
12/23/57	18-36,000	No		———	($3.62)	.1616[22]
1/ 3/58	50,000	Yes		———	($3.58)	.1599[23]
1/15/58	18-50,000	No		———	($3.58)	.1599[24]
1/21/58	18-50,000	No		———	($3.58)	.1599[25]
1/29/58	18-50,000	No		———	($3.55)	.1586[26]
2/19/58	18-30,000	No		———	($4.00)	.1777[27]
3/ 5/58	18-36,000	No		———	($4.00)	.1777[28]
3/12/58	18-50,000	No		———	($3.55)	.1586[29]

[1] No Colbert award made.
[2] High Successful bid, 0.1837.
[3] High successful bid, 0.1816.
[4] High successful bid, 0.1829.
[5] Barge bids not acceptable.
[6] Barge bids not acceptable.
[7] Barge bids not acceptable.
[8] Highest successful bid, 0.1617.
[9] Highest successful bid, 0.1613.
[10] Highest of the awards. 37,450 tons awarded. Only one unsuccessful bidder, 1600 tons. Contract performed by Nashville.
[11] Highest successful award, 0.1641.
[12] High successful bid, 0.1635.
[13] High successful bid, 0.1631.
[14] High bid of those awarded. 35,900 tons awarded in all. (Improved guaranteed analysis accounts for lower BTU cost).
[15] High successful bid, 0.1629.
[16] High successful bid, 0.1630.
[17] Highest bid of those awarded. 32,000 tons awarded in all.
[18] Only award to Shawnee. Many cheaper to Shawnee but awarded elsewhere. Only one unsuccessful bidder—bid 0.1857 Shawnee.
[19] High successful bid, 0.1626.
[20] High successful bid, 0.1616.
[21] Second High bidder of those bidding. 45,500 tons awarded. No unsuccessful bidders for Shawnee.
[22] Highest successful bid, 0.1610.
[23] 55,000 tons awarded in all. 73,900 tons unsuccessfully bid, as low as 0.1601.
[24] Highest successful bid, 0.1576.
[25] Highest successful bid, 0.1555.
[26] Highest successful bid, 0.1555.
[27] No Shawnee awards. Many bids in low 1500's.
[28] Highest successful bid, 0.1529.
[29] Highest successful bid, 0.1524.

Exhibit No. 170

BARGE LOADINGS AT UNIONTOWN
1958

Month	Amount
January	124,101.17
February	70,817.15
March	88,871.21
April	94,447.61
May	64,093.50
June	49,856.31
July	88,017.38
August	73,704.69
September	58,993.83
October	98,686.55
November	129,973.10
December	117,698.62
Total	1,059,261.12

Exhibit No. 171

COMPARISON OF TOTAL COAL PRODUCTION OF WEST KENTUCKY COAL COMPANY—NASHVILLE COAL, INC. MINES AND TOTAL NATIONAL PRODUCTION

Year		West Kentucky/Nashville* (Tons)	National (Tons)
1953		2,873,347	457,290,000
1954		2,625,862	392,000,000
1955	West Kentucky	3,054,927	
	Nashville	1,057,200	
		4,112,127	470,000,000
1956	West Kentucky	3,610,156	
	Nashville	4,104,490	
		7,714,646	500,000,000
1957	West Kentucky	3,143,498	
	Nashville	3,378,043	
		6,521,541	490,000,000
1958	West Kentucky	2,591,773	
	Nashville	3,131,919	
		5,723,692	405,000,000
1959	West Kentucky	2,334,376	
	Nashville	3,598,493	
		5,932,869	410,000,000
1960	West Kentucky	2,695,740	
	Nashville	3,560,446	
		6,256,186	413,000,000

*Nashville Coal, Inc. included beginning October 1, 1955.

Exhibit No. 173

Date	Phillips[1] Tonnage Shipped By Rail	Phillips* Average Price Rail Coal	Phillips[2] Total Tonnage	Phillips* Average Price All Coal	National[3]* Average Price Strip Mines
1955	23,985.15	$3.35	33,898.29	$3.93	$3.48
1956	14,128.70	3.92	23,363.32	4.59	3.74
1957	19,717.67	3.20	23,474.22	3.63⅓	3.89
1958	25,603.03	3.13⅓	32,079.89	3.72	3.80

[1]Exhibits 3, 6, 7, 22
[2]Exhibits 3, 6, 7—Stipulation
[3]U. S. Bureau of Mines Annual Reports
*Price Per Ton F.O.B. Mine

VOLUME V

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, [redacted] 1964

No. [redacted] 48

UNITED MINE WORKERS OF AMERICA,
PETITIONER,

vs.

JAMES M. PENNINGTON, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

PETITION FOR CERTIORARI FILED MARCH 17, 1964
CERTIORARI GRANTED MAY 18, 1964

Supplemental Appendix

IN THE

United States Court of Appeals

FOR THE SIXTH CIRCUIT

No. 14,809

JAMES M. PENNINGTON, RAYMOND E. PHILLIPS and LILLIAN GOAD PHILLIPS, Admrx. of the Estate of Burse Phillips, deceased,
Cross-Plaintiffs-Appellees,

v.

UNITED MINE WORKERS OF AMERICA,
Cross-Defendant-Appellant.

No. 14,810

JOHN L. LEWIS, HENRY G. SCHMIDT and JOSEPHINE ROCHE, As Trustees of the UNITED MINE WORKERS OF AMERICA WELFARE AND RETIREMENT FUND,
Plaintiffs-Appellees,

v.

JAMES M. PENNINGTON, RAYMOND E. PHILLIPS and LILLIAN GOAD PHILLIPS, Admrx. of the Estate of Burse Phillips, deceased,
Defendants-Appellants.

Appeals from Judgments and Orders of the United States District Court for the Eastern District of Tennessee, Northern Division

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EXCERPTS FROM EXHIBIT 77

CONTENTS OF SUPPLEMENTAL APPENDIX

EXHIBIT 77

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1947

Effective July 1, 1947 to June 30, 1948
Executed at Washington, D. C., July 8, 1947

THIS AGREEMENT, made this 7th day of July, 1947, by and between the coal operators and associations signatory hereto hereinafter referred to as Operators, parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as Mine Workers, on behalf of each member thereof, party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements previous agreements as herein provided. This Agreement (subject to the amendments, modifications and supplements as hereinafter provided) carries forward and preserves the terms and conditions of the Appalachian Joint Wage Agreement (dated June 19, 1941), effective April 1, 1941, to March 31, 1943, the Supplemental Six-Day Work Week Agreement, the National Bituminous Coal Wage Agreement (dated April 11, 1945), effective April 1, 1945, and all the various District Agreements executed between the United Mine Workers of America and the various Operators and Coal Associations (based upon the aforesaid basic agreements as they existed on March 31, 1946, subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

WITNESSETH: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties, as defined and set forth in this Agreement. It is agreed that the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing the employees of the parties of the first part. It is further agreed that as a condition of employment all employees shall be or become, members of the United Mine Workers of America, except in those exempted classifications of employment as hereinafter provided in this Agreement. This provision does not change

the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore practiced and understood. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this Agreement during such time as such persons are able and willing to work.

* * * * * * * * *

Mine Safety Program

* * * * * * * * *

(f) The International Union, United Mine Workers of America, may designate memorial periods provided it shall give proper notice to each district.

* * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1948

Effective July 1, 1948, to June 30, 1949

EXECUTED at Washington, D. C., June 25, 1948

THIS AGREEMENT, made this 25th day of June, 1948, by and between the coal operators and associations signatory hereto hereinafter referred to as Operators, parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as Mine Workers, on behalf of each member thereof, party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements previous agreements as herein provided. This Agreement (subject to the amendments, modifications and supplements as hereinafter provided) carries forward and preserves the terms and conditions of the Appalachian Joint Wage Agreement (dated June 19, 1941), effective April 1, 1941, to March 31, 1943, the Supplemental Six-Day Work Week Agreement, the National Bi-

tuminous Coal Wage Agreement (dated April 11, 1945), effective April 1, 1945, the National Bituminous Coal Wage Agreement of 1947 (dated July 8, 1947), effective July 1, 1947, and all the various District Agreements executed between the United Mine Workers of America and the various Operators and Coal Associations (based upon the aforesaid basic agreements) as they existed on June 30, 1948, subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

* * * * * * * * * *

Termination of Agreement

This Agreement dated June 25, 1948, shall be effective as of July 1, 1948, and shall terminate June 30, 1949; PROVIDED, HOWEVER, That either the "Parties of the First Part" or "Party of the Second Part" may terminate this Agreement on any earlier date by giving at least thirty (30) days' written notice to the other party of such desired earlier termination date.

* * * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1950

Effective March 5, 1950, to June 30, 1952
Executed at Washington, D. C., March 5, 1950

THIS AGREEMENT, made this 5th day of March, 1950, by and between the coal operators and associations signatory hereto hereinafter referred to as Operators, parties of the first part, and the International Union, United Mine Workers of America, hereinafter referred to as Mine Workers, on behalf of each member thereof, party of the second part, covering all of the bituminous coal mines owned or operated by said first parties, amends, modifies and supplements previous agreements as herein provided. This Agreement (subject to the amendments, modifications and supplements as hereinafter provided) carries forward and preserves the terms and conditions of the Appalachian Joint Wage Agreement (dated June 19, 1941) effective April 1, 1941, to March 31, 1943, the Supplemental Six-Day Work Week Agreement, the National Bituminous Coal Wage Agreement (dated April 11, 1945)

effective April 1, 1945, and all the various District Agreements executed between the United Mine Workers of America and the various Operators and Coal Associations (based upon the aforesaid basic agreements) as they existed on March 31, 1946, subject to the terms and conditions of this Agreement and as amended, modified and supplemented by this Agreement as herein set out.

WITNESSETH: It is agreed that this contract is for the exclusive joint use and benefit of the contracting parties, as defined and set forth in this Agreement. It is agreed that the United Mine Workers of America is recognized herein as the exclusive bargaining agency representing the employees of the parties of the first part. It is further agreed that as a condition of employment all employees shall be, or become, members of the United Mine Workers of America, to the extent and in the manner permitted by law, except in those exempted classifications of employment as hereinafter provided in this agreement. This provision does not change the rules or practices of the industry pertaining to management. The Mine Workers intend no intrusion upon the rights of management as heretofore practiced and understood. It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship in the bituminous coal industry and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment to be observed between the parties, and shall cover the employment of persons employed in the bituminous coal mines covered by this Agreement.

* * * * * * * * * *

(f) The International Union, United Mine Workers of America may designate memorial periods not exceeding a total of 5 days in the period ending April 1st, 1951, and not to exceed a total of 5 days in the period from April 1, 1951, to June 30th, 1952, provided it shall give proper notice to each district.

* * * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1950

As Amended January 18, 1951
Effective February 1, 1951

* * * * * * * * * * *

Termination of Agreement

Amend the "Termination of Agreement" section of the National Bituminous Coal Wage Agreement of 1950 by striking out all of the said section below the caption and inserting in lieu thereof the following:

"This Amended Agreement dated January 18th, 1951, shall be effective as of February 1, 1951, and is not subject to termination by any party signatory hereto prior to March 31st, 1952, PROVIDED, HOWEVER, that either the parties of the first part or the party of the second part may, on or after March 31st, 1952, terminate this Agreement by giving at least sixty (60) days' written notice to the other party of such desired termination date."

* * * * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1950

As Amended September 29, 1952
Effective October 1, 1952

* * * * * * * * * * *

Application of Contract to Coal Lands

As a part of the consideration for this Agreement, the Operators signatory hereto agree that this Agreement covers the operation of all of the coal lands owned or held under lease by them, or any of them, or by any subsidiary or affiliate at the date of this Agreement, or acquired during its term which may hereafter (during the term of this agreement) be put into production. The said Operators agree that they will not lease out any coal lands as a subterfuge for the purpose of avoiding the application of this Agreement.

* * * * * * * * * * *

"This Amended Agreement dated September 29, 1952, shall be effective as of October 1, 1952, and is not subject to termination by any party signatory hereto prior to September 30, 1953, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may, on or after September 30, 1953, terminate this Agreement by giving at least sixty (60) days' written notice to the other party of such desired termination date."

* * * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1950

As Amended Effective September 1, 1955

* * * * * * * * * *

Termination of Agreement

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This Amended Agreement, Dated August 20, 1955, shall be effective as of September 1, 1955, and is not subject to termination by any party signatory hereto prior to August 31, 1956, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may, on or after August 31, 1956, terminate this Agreement by giving at least sixty (60) days' written notice to the other party of such desired termination date."

* * * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1950

As Amended Effective October 1, 1956

* * * * * * * * * *

Termination of Agreement

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This Amended Agreement, dated October 4, 1956, shall be effective as of October 1, 1956, and is not subject to termination by any party signatory hereto prior to September 30, 1957, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may terminate this Agreement on or after September 30, 1957 by giving at least sixty (60) days' written notice to the other party of such desired termination date."

* * * * * * * * * *

NATIONAL BITUMINOUS COAL WAGE AGREEMENT OF 1950

As Amended Effective December 1, 1958

* * * * * * * * * *

Termination of Agreement

Amend the "TERMINATION OF AGREEMENT" section of the National Bituminous Coal Wage Agreement of 1950 by striking out the present language and inserting in lieu thereof the following:

"This Amended Agreement, dated December 3rd, 1958, shall be effective as of December 1, 1958, and is not subject to termination by any party signatory hereto prior to November 30, 1959, PROVIDED, HOWEVER, That either the parties of the first part or the party of the second part may terminate this Agreement on or after November 30, 1959, by giving at least sixty (60) days' written notice to the other party of such desired termination date."

* * * * * * * * * *

[fol. 1743] MINUTE ENTRY OF ARGUMENT AND SUBMISSION—October 20, 1962 (omitted in printing).

[fol. 1745] [File endorsement omitted]

Nos. 14809-10

IN UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

No. 14809

JAMES M. PENNINGTON, RAYMOND E. PHILLIPS and LILLIAN GOAD PHILLIPS, Admrx. of the Estate of BURSE PHILLIPS, deceased, Cross-Plaintiffs-Appellees,

v.

UNITED MINE WORKERS OF AMERICA, Cross-Defendant-Appellant.

No. 14810

JOHN L. LEWIS, HENRY G. SCHMIDT and JOSEPHINE ROCHE, as Trustees of the UNITED MINE WORKERS OF AMERICA WELFARE and RETIREMENT FUND, Plaintiffs-Appellees,

v.

JAMES M. PENNINGTON, RAYMOND E. PHILLIPS and LILLIAN GOAD PHILLIPS, Admrx. of the Estate of BURSE PHILLIPS, deceased, Defendants-Appellants.

Appeals from the United States District Court for the Eastern District of Tennessee, Northern Division.

OPINION—Decided December 18, 1963

Before: CECIL, Chief Judge, MILLER, Circuit Judge, and FREEMAN, District Judge.

MILLER, Circuit Judge. This is an action by John L. Lewis, Henry G. Schmidt and Josephine Roche, as Trus-

[fol. 1746] tees of the United Mine Workers of America Welfare and Retirement Fund, hereinafter referred to as Trustees, against the defendants, James M. Pennington, Raymond E. Phillips, and Burse Phillips, individually and trading as Phillips Brothers Coal Company, a partnership, hereinafter referred to as Phillips. The Trustees seek to recover $55,982.62 as royalty payments alleged to be due and unpaid pursuant to the terms of a trust provision contained in a wage agreement between United Mine Workers of America, hereinafter referred to as UMW or the Union, and Phillips. Following the death of the defendant Burse Phillips, Lillian Goad Phillips, Administratrix of his estate, was substituted as a party defendant.

The complaint alleges that on or about October 1, 1953, Phillips and the Union entered into the National Bituminous Coal Wage Agreement of 1950, as amended September 29, 1952, hereinafter referred to as the Wage Agreement, and at specified dates thereafter entered into said Wage Agreement, as amended September 1, 1955, and as amended October 1, 1956, and that pursuant to the terms of said Wage Agreement, as amended, Phillips was required to pay into the Welfare Fund the sum of 40 cents per ton on each ton of coal produced for use or sale. The parties have stipulated the amount of tonnage of coal so produced during the period of October 1, 1953, through December 31, 1958, which was subject to the 40 cents per ton royalty, that Phillips made royalty payments thereon pursuant to the Wage Agreements in the total amount of $2,227.70, and that the amount of royalty which was not paid on said total production was $55,982.62, being the amount sued for.

There is no contention by the defendants that the Wage Agreements were not executed by the partnership, but it is contended by them that they were invalid and that no liability exists for the unpaid royalties.

The answer alleges that the agreements were entered into by Phillips by reason of duress on the part of UMW, which conducted a program of terrorism in the section in which Phillips' mine was located, with the result that the agreements were unwillingly executed because Phillips knew that they would not be permitted to operate their coal mine unless said agreements were signed.

The answer further alleges that UMW and certain large producers of coal entered into a conspiracy, the purpose of [fol. 1747] which was to place financial burdens upon Phillips and other small operators similarly situated that could not possibly be paid out of funds realized from the operation of the mine, and such mines, thus being unable to meet the demands, would be closed down, either through violence or suits such as the present one, leaving the business of shipping coal in interstate commerce and to the government agencies to the large coal operators; that UMW and the large coal companies conspired to increase such financial burdens by increasing the wage scale, both by modifications of the Wage Agreement and by having the Walsh-Healey Act apply to the coal industry and have the minimum wage determined thereunder; and that such conspiracy and the acts thereunder were in violation of Sections 1 and 2 of the Sherman Anti-Trust Act, Sections 1 and 2, Title 15, United States Code.

Section 1 of the Sherman Act provides in part:

> "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. . . ."

Section 2 of the Act provides in part:

> "Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine. . . ."

This same alleged conspiracy is the basis of a cross claim against UMW, in which the large coal producing companies were not made cross defendants, which also alleged that during the time the Wage Agreements were in effect and for the purpose of fulfilling the conspiracy, UMW forcibly closed down Phillips' mining operation and forcibly kept the mine closed over a period of time, which was

accomplished by the presence of armed mobs comprised of members or agents of UMW, which intermittently marched through the countryside, closing numerous mines on their forays and creating a reign of terror.

The cross claim alleges that by reason of the conspiracy and the enforced closing down of the mine, Phillips was [fol. 1748] damaged in the amount of $100,000.00, which should be tripled under the provisions of Section 4 of the Clayton Act, Section 15, Title 15, United States Code.

By an amended answer and cross claim Phillips alleges that in contrast to the disputes which existed between the large coal-producing companies of the country and UMW during the period of World War II and the postwar period, there has been no dispute of any consequence between these parties since 1950, that the alleged conspiracy commenced in 1950, and that it has been implemented by additional understandings between the parties to make more effective the activities in restraint of trade. It specifically alleges that the Union agreed to the termination of employment for thousands of its members because of the mechanization of mines, that it would not protest the closing down of mines which could not be mechanized, and that it would go along with the understanding that the coal industry would be confined to a comparatively few companies and the miners employed would be reduced drastically; that as a consequence of this understanding, membership of the United Mine Workers has decreased from 500,000 to 150,000; that the Union agreed that it would not make special agreements with the small operators in the Kentucky and Tennessee region, which would give consideration to local conditions and the particular coal seams mined by the operators, but would have a standard agreement for all operators; that the Union agreed that in the planned mechanization program it would aid in the financing which would become necessary to attain the mechanization of the mines of the large companies; that the large coal-producing companies agreed with the Union that they would not protest the demands of the Union with respect to wage increases so long as the companies were able to match those increases by increased productivity through mechanization; that the companies agreed that there would be no

protests from them over the Union's use of the Welfare Fund for its own purposes and in furtherance of its organizing efforts; that under the 1958 Wage Agreement it was required that all signatory operators refrain from buying or marketing nonunion coal; and that the Union and the large companies agreed that they would do all things possible to restrain the production, marketing and sale of nonunion coal.

[fol. 1749] By another amended cross claim Phillips claims damages for the period commencing four years prior to the filing of the original cross claim on February 14, 1958, the period of damage to end December 31, 1958, at which time the cross plaintiffs ceased to do business, as limited by the four-year limitation provided by Section 15b, Title 15, United States Code.

UMW moved to dismiss the cross claim on the ground that it stated no cause of action, that in so far as it alleged an unfair labor practice on the part of the Union under the provisions of Section 158(b), Title 29, United States Code, exclusive jurisdiction thereof was vested in the National Labor Relations Board, and that it stated no cause of action under the Sherman Anti-Trust Act or under Section 301 of the Taft-Hartley Act, Section 185, Title 29, United States Code. The motion was overruled, except in so far as it challenged the jurisdiction of the District Court over any alleged unfair labor practice under Section 158(b), Title 29, United States Code, which ground of the motion was upheld by the Court.

Thereafter, UMW filed its answer in which it denies that it joined in any conspiracy in restraint of trade or commerce in violation of the Sherman Act, or that it monopolized or attempted to monopolize or conspire with any other person or group of persons to monopolize any part of the trade or commerce among the several states. Affirmatively, it alleges that by virtue of Section 6 of the Clayton Act, Section 17, Title 15, United States Code, it is exempt from the provisions of Sections 1 and 2 of the Sherman Act. It contends that it is a labor organization within the meaning of Section 6 of the Clayton Act and it acted as such for its members in the negotiations for the execution of the Wage Agreements and that during the

period of time involved herein its acts were motivated by legitimate labor goals and for the purpose of securing union standards of wages and better conditions of employment for its members, thus qualifying for the exemption provided by the Act.

The claim of the Trustees against Phillips and Phillips' cross claim against the Union were consolidated for trial by jury. Following a trial of some four and one-half weeks the case was submitted to the jury.

As an aid to the jury in reaching its verdict, the Court prepared two verdict forms for the jury to answer. [fol. 1750] Form No. 1 contained one paragraph reading as follows:

> "Did the Trustees engage in a combination or conspiracy so as to unreasonably restrain trade or commerce among the several states as alleged by the original defendant, Phillips Brothers Coal Company."

The jury answered this question yes.

Form No. 2 contained three paragraphs. The first paragraph read as follows:

> "Did the cross defendant, UMW, engage in a combination or conspiracy so as to unreasonably restrain trade or monopolize or attempt to monopolize commerce among the several states outside and beyond the exemption created by the anti-trust statutes to a labor organization as alleged by cross plaintiffs, Phillips Brothers' Coal Company."

The jury answered this question yes. The jury was instructed that if its answer to this first question was no, the remaining two questions need not be answered, but that if its answer to this first question was yes, it should answer the remaining two questions.

The second question read as follows:

> "If your answer to question 1 is yes, was cross plaintiff, Phillips Brothers' Coal Company, damaged in its business or property as a direct and proximate result of the conspiracy."

The jury was instructed that if its answer to this second question was no, it need not answer question 3. The jury answered the second question yes.

The third question for the jury to answer read as follows:

> "We find in favor of cross plaintiff, Phillips Brothers' Coal Company, and fix its damages in the amount of ..... dollars."

The jury in answering this question fixed the damages in the amount of $90,000.00.

At the close of the evidence for Phillips, the Trustees and the Union moved for directed verdicts in their favor, which motions were overruled. At the close of all the evidence, the Trustees and the Union moved for judgments in their favor notwithstanding the verdict and, in the alterna- [fol. 1751] tive, that the verdict be set aside and that a new trial be granted.

The District Judge ruled that there was no material or substantial evidence to support the finding of the jury that the Trustees of the Welfare Fund, as distinguished from the Union, engaged in a combination or conspiracy to unreasonably restrain trade or monopolize or attempt to monopolize commerce among the several states and ordered that the verdict of the jury in so finding be set aside. However, in entering judgment for the Trustees, he reduced the amount of the recovery from $55,582.62 to $43,424.22, ruling that the Trustees were entitled to royalties only for the period from and after April 25, 1955, to and including December 31, 1958, in that the employees of Phillips were not members of the Union until April 25, 1955. The Trustees have not appealed from this judgment, which eliminated the earlier part of their claim. Phillips has appealed from the judgment against it, which is appeal No. 14810, being one of the two appeals being herein considered.

The District Judge overruled the motion of the Union for judgment notwithstanding the verdict and, in the alternative, for a new trial, and entered judgment for Phillips against the Union in the amount of $270,000.00, being three times the amount of damages awarded by the jury, and also included in the judgment the additional sum of $55,000.00 as a reasonable amount of attorneys' fees to be

awarded and assessed in accordance with the applicable statutes, thus making a total award in the favor of Phillips in the amount of $325,000.00. The Union has taken an appeal from this judgment, which is No. 14809, being the other of the two appeals herein being considered. The two appeals have been heard together on a joint appendix.

We consider first appeal No. 14809 taken by UMW from the judgment against it in favor of Phillips.

The first question presented is whether a labor organization is exempt from the provisions of the anti-trust laws under Section 6 of the Clayton Act, Section 17, Title 15, United States Code. It provides as follows:

> "The labor of a human being is not a commodity or article of commerce. Nothing contained in the anti-trust laws shall be construed to forbid the existence and operation of labor, agricultural, or horticultural organizations, instituted for the purposes of mutual [fol. 1752] help, and not having capital stock or conducted for profit, or to forbid or restrain individual members of such organizations from lawfully carrying out the legitimate objects thereof; nor shall such organizations, or the members thereof, be held or construed to be illegal combinations or conspiracies in restraint of trade, under the antitrust laws."

Although some question about this may have existed prior to 1945, the Supreme Court held in that year that although an exemption exists in cases where a labor union acts alone in furtherance of its own purposes, it does not exist in cases where a labor union combines with a nonlabor organization to restrain competition in, or to monopolize the marketing of, goods in interstate commerce. *Allen Bradley Co.* v. *Local Union No. 3, etc.*, 325 U.S. 797. See also: *United Brotherhood of Carpenters, etc.* v. *United States*, 330 U.S. 395, 400; *Los Angeles Meat & Provision Drivers Union* v. *United States*, 371 U.S. 94, 99-101. The District Judge was not in error in refusing to dismiss the cross claim or to direct a verdict for the Union on this ground, and in submitting to the jury under a proper instruction

the question whether the Union acted alone in carrying out the legitimate objects of labor unions, or aided, cooperated, conspired or combined with business groups in order to accomplish purposes which the anti-trust laws prohibit.

There is evidence to the effect that UMW forcibly closed down Phillips' mine by the presence of armed mobs which intermittently marched through the countryside. Reference is made to recent decisions of this Court holding that under certain conditions damages caused by such illegal action are recoverable by the injured party. *United Mine Workers of America* v. *Meadow Creek Coal Co.*, 263 F. (2) 52, C.A. 6th, cert. denied, 359 U.S. 1013; *United Mine Workers of America* v. *Osborne Mining Co.*, 279 F. (2) 716, C.A. 6th, cert. denied, 364 U. S. 881; *Gilchrist* v. *United Mine Workers of America*, 290 F. (2) 36, C.A. 6th, cert. denied, 368 U.S. 875; *Flame Coal Co.* v. *United Mine Workers of America*, 303 F. (2) 39, C.A. 6th, cert. denied, 371 U.S. 891. However, the Union is correct in its contention that these cases are not applicable to the present action against it. Those actions were not brought under the anti-trust laws. Although a cause of action may exist for such damage under the common law or the Taft-Hartley Act, it does not follow that a cause of action also exists under [fol. 1753] Sections 1 and 2 of the Sherman Anti-Trust law where a combination or conspiracy in restraint of trade or an attempt to monopolize trade or commerce among the states must be shown. *Ace Beer Distributors, Inc.* v. *Kohn, Inc.*, 318 F. (2) 283, 286, C.A. 6th. The District Judge correctly charged the jury on this issue in stating to it that the activities of labor unions, which are not violative of the Sherman Act, do not become violations of the Sherman Act even if such activities are carried out by violent means, and that acts of violence in and of themselves are not material to the determination of the question of whether the anti-trust laws were violated. However, it was not error for the jury to consider such evidence as bearing on the overall issue of whether such acts were done as part of a conspiracy to restrain competition or create a monopoly. *Apex Hosiery Co.* v. *Leader*, 310 U.S. 469; *Allen Bradley Co.* v. *Local Union No. 3, etc.*, supra, 325 U.S. 797, 809-811.

It must also be kept in mind in considering this appeal that we are not concerned with any alleged violation of the Taft-Hartley Act, which, as the District Judge correctly held in ruling on the Union's motion to dismiss the cross claim, is a matter within the exclusive jurisdiction of the National Labor Relations Board. *San Diego Building Trades Council v. Garmon*, 359 U.S. 236. We think that the Union's rights were fully protected in this respect by the charge to the jury that the Taft-Hartley Act is not one of the anti-trust laws, that the jury was not concerned with awarding damages for any violation of the Taft-Hartley Act, that it must consider simply whether there had been a violation of the anti-trust laws, not the Taft-Hartley Act, causing damage to Phillips, and that even if there was a violation of the Taft-Hartley Act, it would not on that account be a violation of the anti-trust laws.

The Union's main contention on this appeal is that the evidence was insufficient to take the case to the jury on the allegations of the cross claim that it conspired with certain large coal producing companies to restrain trade in the bituminous coal industry among the several states or to monopolize the trade in such industry among the several states, and that it was error for the District Judge to overrule its motions for a directed verdict and for judgment notwithstanding the verdict.

[fol. 1754] The evidence in these cases is voluminous. It appears that many of the basic facts are not in dispute, although there is strong disagreement between the parties about the inferences or conclusions to be drawn from these facts. A review of the evidence in detail would unduly lengthen this opinion. We think it is sufficient to discuss some of the principal factual aspects of the case, which lead us to the conclusion that, although recognizing that some factual disputes may exist, yet taking that view of the evidence, with inferences reasonably and justifiably to be drawn therefrom, most favorable to the prevailing party, there is substantial evidence in the record to justify the submission of this case to the jury and to support the verdict. *Battjes v. United States*, 172 F. (2) 1, 5, C.A. 6th; *Local 175, etc. v. United States*, 219 F. (2) 431, 433, C.A.

6th, cert. denied; 349 U.S. 917.' On this appeal we do not judge the credibility of witnesses or weigh conflicting evidence.

The Union contends that not only was there no direct evidence that it conspired with large coal companies, or with anyone, for the purpose of putting any operator out of business, but that there is the unchallenged testimony of its President and its Secretary-Treasurer that it at no time joined with or agreed with any coal operator for such purpose. But it is recognized that conspiracies are seldom capable of proof by direct testimony and it is settled that they may be inferred from the acts of the parties thereto. Circumstantial evidence of the existence of a conspiracy may be sufficiently strong to raise a factual question for the jury even though there is no direct evidence that a conspiracy existed. It is the function of the jury to observe the witnesses while testifying, to appraise their credibility, to draw inferences from the facts established, to resolve conflicts in the evidence and to reach ultimate conclusions of fact. *Eastern States Retail Lumber Dealers Ass'n.* v. *United States*, 234 U.S. 600, 612; *Local 175, etc.* v. *United States, supra*, 219 F. (2) 431, 433, C.A. 6th, cert. denied, 349 U.S. 917; *Loew's Inc.* v. *Cinema Amusements*, 210 F. (2) 86, 93, C.A. 10th, cert. denied, 347 U.S. 976.

In support of the basic theory of the cross claim that UMW and the major coal companies conspired to eliminate the smaller and weaker companies thus leaving the industry to the major coal companies alone, the following background was given to the jury. After World War II the economics of the Bituminous Coal Industry became un- [fol. 1755] stable by reason of the fact that there was more coal being produced than the markets required; that before 1950 the major coal producers and the union were in agreement that the major problem of the industry was overproduction and that the growth of smaller independent and nonunion producers was contributing to the problem; that the major companies and the Union disagreed on how the problem should be handled; that on its side the Union was contending that the answer was to cut down on the working time of the producers; that the Union urged a three-day work week; that for many months before the 1950

contract was signed the Union took the initiative on this question and directed the working time of the men in the industry; that this domination of the men in the industry was interfered with by the passage of the new Taft-Hartley Act; that the Union's efforts to maintain closed shops and to maintain a Union controlled welfare fund were challenged and in some instances were defeated in the Courts by the major coal companies; that the major coal companies were opposed to the Union's dictating the working time of the men in the industry because it cut into profits.

Phillips contends that a marked change occurred in the relations of the Union and the major coal companies in 1950 as disclosed in their bargaining relations before and after that year; that the understanding at the time of the signing of the 1950 Wage Agreement was that the major coal companies were to decide on the working time for their employees; that this was a surrender on the part of the Union of its previous policy of seeking to control the economics of the industry by controlling the working time; that the understanding was that the problem of stabilizing the economics of the industry was to be taken care of by eliminating the smaller and weaker companies, leaving the industry to the major coal companies alone.

The following history of the Wage Agreements between UMW and the coal operators show the increased financial burden placed upon the operators over the period of 1945 through 1958.

UMW and mine operators have negotiated collective bargaining agreements since UMW's beginning in 1890 until the present time. Failure of collective bargaining purposes to function led to work stoppages and seizures and operations of the mines by the Federal Government on five occasions during 1943 through 1946. The National Bi- [fol. 1756] tuminous Coal Wage Agreement of 1945 terminated pursuant to its terms on March 30, 1946. Collective bargaining between the Secretary of the Interior and UMW resulted in a contract increasing wages $1.85 per day, establishing a welfare and retirement fund of 5 cents per ton on all coal produced for use or for sale and continuing the nine-hour day with overtime for work in excess of seven hours per day and thirty-five hours per week.

Ensuing disputes thereafter resulted in UMW terminating the agreement, but negotiations were resumed and a new agreement was entered into effective July 1, 1947, which increased wages $1.20 a day, reduced the work day to eight hours and increased payments to the welfare fund to 10 cents per ton. Following the resignation of the Welfare Fund's neutral trustee and a disagreement of the remaining two trustees with respect to pension payments, the UMW announced that the operators had dishonored the contract and a nationwide strike began in March 1948. The President invoked Taft-Hartley's national emergency provisions, a Board of Inquiry held hearings and injunction proceedings to enjoin the strike were instituted.

A new agreement was executed on June 25, 1948, which provided for an increase of $1.00 per day in wages and raised the royalty payment to the welfare fund to 20 cents per ton.

Under the 1950 agreement, executed on March 5, 1950, wages were increased 70 cents a day, and Welfare Fund royalties were increased from 20 cents to 30 cents a ton.

The 1951 agreement effective February 1, 1951, which amended the 1950 agreement, raised wages $1.60 a day to $16.35.

The 1952 agreement, effective October 1, 1952, raised basic daily wages $1.90 to $18.25, and increased fund payments from 30 cents to 40 cents a ton.

The 1955 agreement, effective September 1, 1955, raised wages in two steps for a total of $2.00 per day to $20.25, the vacation period was lengthened two days and vacation pay increased to $40.00.

The 1956 agreement, signed October 4, 1956, provided a $2.00 a day wage increase to $22.25 on a two-step basis. Vacation pay was raised $40.00 and for 1956 only a Christmas vacation period of three days with a $40.00 payment was provided.

The 1958 agreement, effective December 1, 1958, pro- [fol. 1757] vided a two-step $2.00 a day wage increase, which brought basic wages as of April 1, 1959, to $24.25 daily. Vacation pay was raised $20.00 to a total of $200.00 for a fourteen-day period.

The campaign to impose the wage contracts upon the smaller nonunion mines was intense after 1950. In areas of strong resistance mobs and terrorism were used. One or more of the major coal companies assisted in closing the operations of the principal union competitor of UMW in the bituminous coal labor field. We think the evidence supports the contention of Phillips that the Union knew that the weaker companies could not meet the increased costs of wages and welfare fund payments required by the successive wage agreements and that they would fall by the wayside by reason thereof, and that the increased costs in the successive agreements were geared to the abilities of the major coal companies to mechanize and not have their profits affected by the increased costs.

There was also evidence that before signing the Wage Agreement in October 1953 Phillips told the UMW representative that it was a new company just starting out and that it could not pay the wage scale or the 40 cents a ton to the Welfare Fund, and that the representative told them that they could work out their own working arrangements with their employees and pay whatever they could to the Welfare Fund. To its knowledge, no employee of the partnership belonged to the Union at that time and the Union did not represent the employees, although the Union succeeded in organizing the company later.

With respect to suits against coal operators in Tennessee for unpaid royalties, two suits were filed in 1954, no suits were filed in 1955, one suit was filed in 1956, no suits were filed in 1957, thirty-nine suits were filed in 1958, thirty-eight of which were pending as of December 1, 1960, when the tabulation was made, and seven suits were filed in 1959. It was the established policy of the Trustees to make no discounts or reductions or settlements for less than the full amount owed, irrespective of the economic condition of the operator. Many of the small operators were unable to meet the increased labor costs under the Wage Agreement and the payments to the Welfare Fund, and discontinued operations. Phillips strongly stresses the heavy increase in the litigation in 1958. The present action was filed against it on January 6, 1958.

[fol. 1758] The 1952 Wage Agreement contained a so-called "land-lease" provision, under which the signatory operators agreed that the Wage Agreement covered the operation of all of the coal mines owned or held under lease by them or by any subsidiary or affiliate, or acquired during the term of the agreement. The evidence showed that there was a large reserve of coal lands owned or held under lease by the major coal companies. It is argued that this provision barred the small coal companies that could not pay the union wage and the royalties to the Welfare Fund from operating this land and that there was but little good coal land available to them as a result of this provision.

The 1952 Wage Agreement contained a clause which provided that the signatory operators would not buy, sell or deal in coal mined by companies that did not pay the same labor costs as contained in the Wage Agreement. The major coal companies had the practice of frequently buying coal from the smaller companies to apply on their large long-term contracts. This market was eliminated for those small companies that could not operate under the provisions of the Wage Agreement.

There was evidence showing that UMW acquired outright 85,400 shares, out of 857,264 shares outstanding, of the common stock, and the entire 50,000 shares of the preferred stock of West Kentucky Coal Company, one of the major coal companies, of which the Nashville Coal Company was a subsidiary. The common stock was acquired at a price of about $25.00 per share. Later, the stock market quotation rose to about $40.00 a share and thereafter declined to about $11.00 per share. The preferred stock was acquired at about $50.00 per share. The preferred stock became voting stock when dividends were in arrears. Arrearage dates back to April 1, 1958. On June 30, 1960, it was $309,375.00. In addition to the stock owned outright, UMW held substantial blocks of the stock of the two companies as collateral on loans. Under the provisions of many of these notes, which the collateral secured, the borrower was relieved from personal liability upon surrender of the collateral. The notes were renewed annually. If the interest was not paid, usually because dividends were not paid on the stock held as collateral, it was added to the

principal of the renewal note. If the stock held as collateral declined in value, there was no demand for additional collateral. One of these loans in the amount of $2,513,-[fol. 1759] 895.18, secured by 90,600 shares of common stock of West Kentucky Coal Company, was to Cyrus S. Eaton, Chairman of the Board of West Kentucky Coal Company and Nashville Coal Company, as well as Chairman of the Board of Chesapeake & Ohio Railway Company, Steep Rock Iron Mines, Portsmouth Corporation, and a member of the Board of Cleveland Cliffs Iron Company, Cleveland Electric Illuminating Company, Kansas City Power & Light Company, and Sherwin Williams Company. This direct and indirect interest in the two coal companies totaled over $25,000,000.00. The shares of common stock of West Kentucky Coal Company owned outright and held as collateral totaled more than one-half of the outstanding common stock. It was not unreasonable for the jury to conclude from these facts that it was the purpose of the UMW to have a very material voice, if not the dominant one, in determining the policies and operations of these two major coal companies, which, as is hereinafter pointed out are charged with playing an important role in the alleged conspiracy.

The evidence showed the large growth of the Tennessee Valley Authority steam plants, generating electricity by steam. The use of coal by TVA increased from 500,000 tons in 1950 to approximately 20,000,000 tons in 1956. The TVA plants were designed for the use of coal only. TVA buys coal under term and spot market bids. The spot market involves small orders of coal to be delivered in a short period of time, which offers definite advantages to small companies with weak financial resources, which can thus avoid long-term commitments. About seventy-five percent of TVA coal is bought on term contracts and about twenty-five percent on spot contracts. In 1955 UMW and two of the large coal producing companies successfully sought a determination by the Secretary of Labor of a minimum wage in the coal industry under the Walsh-Healey Act. The minimum wage determined was materially higher, in most instances twice as high, than the minimum wage determined in any other industry under the Walsh-Healey Act. This minimum wage determination

prevented Phillips from bidding on the TVA term market, although it left open to Phillips for the time being the TVA spot market.

We believe that the following evidence is relevant on this phase of the case. At the 1956 Convention of the Union, President John L. Lewis introduced Secretary of Labor [fol. 1760] Mitchell, who, in the course of his remarks, spoke as follows:

> "I have had occasion, as Mr. Lewis has indicated, to work with your organization in the Department of Labor on many fronts. . . As you know, about a year ago the Secretary of Labor, for the first time in history, found a minimum wage in the coal industry which controlled the wages that were to be paid to workers who worked on government contracts. We purposely sought that determination in order to exclude from government bidding those nonunion mines which are a detriment to the industry. And I think by and large we have succeeded, except for certain areas of government purchasing which still have to be, shall I say, investigated. Twenty-five per cent, at the moment of the TVA purchases are made under contracts less than $10,000.00, which excepts such purchases from the determination of the Walsh-Healey Act. I have set in motion a study of the TVA purchasing policy to see if there is any evasion of the Walsh-Healey determination on the part of TVA. I don't know whether there is or not, but if there is, you can be sure that we will correct it: . . . I propose to continue this enforcement policy, because I believe it is in the interest not only of the worker but is in the interest of the fair employer to prevent the chiseling, nonunion employer from competing in the market place with fair employers who hire union labor."

President Lewis, responding at the end of the speech, said:

> "I am sure that the Chair voices the sentiments in the mind of every delegate in expressing our appreciation of the address of the distinguished Secretary of Labor. His personal assurance of his intention to

fairly treat the men of the coal industry is bulwarked and borne out by his attitude in the entire period of three and a half years of his incumbency of that office."

Although this evidence was objected to by the Union, it was admitted by the District Judge with the cautionary admonition that the Secretary of Labor couldn't say anything that would prejudice the rights of the UMW unless the UMW authorized him to say it, or unless the UMW ap- [fol. 1761] proved what he said, or ratified what he said, or acquiesced in what he said. We are of the opinion that this evidence was not improperly received.

Contracts for less than $10,000.00 were not subject to the wage determination of the Walsh-Healey Act. Phillips sold coal on the TVA spot market under contracts for less than $10,000.00, thus avoiding the wage determination of the Walsh-Healey Act. About the end of 1956 the price of coal on the spot market began to decline, which continued through 1957 and 1958, finally reaching a very low figure in 1958. During 1956, 1957 and 1958 Pittsburg-Midway Coal Co., Peabody Coal Co., West Kentucky Coal Co. and Nashville Coal Co., four of the large coal producing companies, made large offerings of tonnage on the TVA spot market at generally declining prices, with a number of such bids being successful. There was evidence that West Kentucky coal was sold extensively in the middle western market, most of it up and down the Mississippi Valley, that the middle western utility market had held up well, but that the distress coal which was for sale by West Kentucky Coal Co. and Nashville Coal Co. was for the most part thrown into the TVA market rather than the other market. There was also evidence that West Kentucky Coal Co., Nashville Coal Co. and Peabody Coal Co. did not make an analysis of the profit on the coal sold to TVA, the President of Peabody Coal Co. stating that he was "afraid to look at some of them." There was also evidence that the heavy offerings of West Kentucky coal on the TVA spot market would have the effect of bearing down on the price heavily.

We believe it was a reasonable deduction which the jury could make that the wage determination for the coal in-

dustry under the Walsh-Healey Act and the dumping of West Kentucky coal on the TVA spot market materially and adversely affected the operations of Phillips in the important TVA market, thus contributing to the elimination of the company as a competitor to the large coal producing companies operating in that area, including the West Kentucky Coal Company, in which the UMW had such a dominant interest.

On the question of damages, Phillips introduced evidence showing the total tonnage it shipped on the TVA steam market in 1956, 1957 and 1958, the average price Phillips received for this steam coal, and the national average for [fol. 1762] all kinds of coal for those years. This is shown by the following table:

Year	Phillips Shipments	Price Received	National Average
1956	14,128.70 tons	$3.92	$4.82
1957	19,717.67	3.20½	5.08
1958	25,603.03	3.13⅓	4.86

The difference between what Phillips would have received in each of these years if it had received the national average and the amount it actually received was $12,715.83 in 1956, $37,003.49 in 1957, and $44,207.90 in 1958, or a total of $93,927.22. The jury by its verdict awarded damages in the amount of $90,000.00.

The Union challenges the sufficiency of this evidence to sustain an award of damages on the ground that the national average price of all kinds of coal does not afford a valid base of comparison with Phillips TVA coal. In particular, it contends that Phillips was a strip mine coal operator and that the national average price of all coal is substantially above the national average price of strip mine coal; that the utility market is the lowest coal market in price and may not be compared, pricewise, with the average market for all coal; that the spot market was the lowest part of the low-price utility market and that Phillips sold its coal on this lower priced spot market rather than on the higher priced term market; and that Phillips sold its premium (block and egg) coal separately from its utility coal well above the prices received for its utility

coal, but did not include receipts for its premium coal in its average price which is compared with the national average price of all coals.

These factors, if unexplained or unaccounted for, could have the effect of reducing the amount of the difference between the national average of all coals and the average price which Phillips received on the TVA spot market for steam coal, but in the light of other factors involved and brought out by the evidence, as hereinafter pointed out, we do not think the comparison was so unfair as to reject its consideration by the jury in its entirety in determining what, if any, damage Phillips suffered by reason of the conspiracy, if it found such a conspiracy existed.

In this connection there was evidence that the quality of steam coal, rather than the fact that it was deep underground coal instead of strip mining coal, was the important [fol. 1763] factor in the price; that the national average for high volatile bituminous coal was 12,900 BTU per pound, that the average for Tennessee high volatile bituminous coal was 13,460 BTU per pound; that Campbell County, Tennessee, coal, in which county Phillips operated, had an average of 13,200 BTU; and that there was a guaranteed minimum of 13,215 BTU per pound in the Phillips coal offered on a dry basis.

There was also evidence that the market for steam coal was not restricted to the utilities but included industrial concerns and railroads, and that the higher priced coal sold at retail had fallen from 20 per cent of the total in 1940 to 8 per cent in 1958. Although the fact was a disputed one, there was evidence to the effect that the difference between the national average price for all bituminous coal and the price received by Phillips for steam coal was not materially affected by the fact that the national average price was for all bituminous coal, including so-called premium coal, and that the coal sold by Phillips on the TVA market did not include premium coal.

It is true that damages which are speculative cannot be recovered. But that does not mean that when damages have resulted from a wrongful act, they cannot be recovered because they are uncertain in amount or because the injured party cannot show with certainty the exact amount

of damage incurred. It is enough if the evidence shows the extent of the damage as a matter of just and reasonable inference, although the result be only approximate. *Story Parchment Co.* v. *Paterson Parchment Paper Co.*, 282 U.S. 555. We are of the opinion that the evidence in the present case brought the case within that rule. The District Judge instructed the jury at length upon the question of damages. In our opinion, the rights of the Union on the question of damages were fully protected.

UMW contends that the District Judge erred in admitting evidence with reference to the Walsh-Healey prevailing wage determination and having TVA comply therewith, and in charging the jury concerning UMW's efforts to obtain Walsh-Healey prevailing wage determinations and to have TVA enforce such wages. It relies upon *Eastern Railroad Presidents Conference* v. *Noerr Motor Freight, Inc.*, 365 U.S. 127. It was held in that case that no violation of the Sherman Act can be predicated upon mere attempts to influence the passage or enforcement of [fol. 1764] laws, and that the Sherman Act does not prohibit two or more persons from associating together in an attempt to persuade the legislature or the executive to take particular action with respect to a law that would produce a restraint or monopoly.

With respect to the Walsh-Healey Act, the District Judge charged the jury:

> "Any approach to the Secretary of Labor, which was designed to raise the minimum wages to be paid by coal operators doing business with the TVA or other governmental agencies, was not a violation of the antitrust laws. Therefore, you will not give any consideration whatever to this approach to or meeting with the Secretary of Labor, unless you find that the approach to the Secretary of Labor was a part of the conspiracy to get the prevailing wages establish (sic) in the coal industry so high as to drive the small operators out of business."

UMW contends that although the first part of this instruction was in accordance with the ruling in the *Noerr*

case, it was error to qualify the instruction by the concluding words, "unless you find. . . ."

The District Judge also instructed the jury that it was no violation of the antitrust law for the Union or the coal operators to urge the TVA to abide by the spirit and letter of the Walsh-Healey Act or to modify its methods of buying coal, "unless the parties so urged the TVA to modify its policies in buying coal for the purpose of driving the small operators out of business." The qualifying words in this instruction are likewise complained of.

We do not construe the *Noerr* ruling as creating an unlimited exemption to Sections 1 and 2 of the Sherman Anti-Trust Act. We believe that the *Noerr* ruling had reference to conduct which in good faith looked to the enforcement of the law or a modification of an existing policy, unaccompanied by a purpose or intent to further a conspiracy to violate a statute. It is the illegal purpose or intent inherent in the conduct which vitiates the conduct which would otherwise be legal. We find no error in the two instructions complained of.

Complaint is also made of the admission in evidence by the District Judge of statements of George Love, an alleged co-conspirator, before a prima facie case of the alleged [fol. 1765] conspiracy was presented. In doing so, the District Judge told the jury, "before these statements are competent as evidence and binding upon any alleged co-conspirator, the jury will have to find that there was a conspiracy and that such statements were made in furtherance of the conspiracy." We find no error in admitting the statements before presenting a prima facie case of the alleged conspiracy, provided that the admission in evidence is conditional upon such proof of the conspiracy being later introduced, as the jury was instructed in this case. The District Judge has a wide discretion in controlling the order of proof. *United States* v. *Manton*, 107 F. (2) 834, 844, C.A. 2nd, cert. denied, 309 U.S. 664; *Flintkote Company* v. *Lystjord*, 246 F. (2) 368, 378, C.A. 9th, cert. denied, 355 U.S. 835. We find no merit in the contention that without the statements of Mr. Love, the evidence was insufficient to support the allegation that a conspiracy existed.

Accordingly, the judgment in case No. 14809 is affirmed.

Case No. 14810

In this case the jury found that the Trustees of the Welfare Fund engaged in a combination or conspiracy so as to unreasonably restrain trade or commerce among the several states. The District Judge was of the opinion that there was no substantial evidence to support the verdict, set aside the verdict, and entered judgment for the Trustees notwithstanding the verdict, although in a reduced amount from that asserted by the Trustees.

On this appeal Phillips contends that the verdict is supported by evidence from which it could reasonably be concluded that (1) the Trustees paid benefits only to members of UMW; (2) the Trustees required the beneficiaries of the trust to picket or perform other acts for the UMW in order to obtain or retain pension benefits, or acquiesced in the doing of these things by the beneficiaries; (3) the Trustees, as a punitive measure, brought legal actions to recover royalties on coal produced; (4) the Trustees held out to the men in the industry that the Fund was under union control; and (5) the Fund, in fact, was under the domination and control of the UMW.

In setting aside the verdict the District Judge expressed the opinion that the action of a majority of the Trustees was required to bind the Fund (see *Van Horn* v. *Lewis*, [fol. 1766] 79 F. Supp. 541, D.C.D.C.); that the action of John L. Lewis, President of UMW, alone, without authorization or consent of the majority of the Trustees, was not sufficient to show that the Trustees conspired with the large coal operators to drive a small operator out of business, and that there was no evidence to support the finding that Mr. Lewis, for himself and another of the Trustees, entered into the alleged conspiracy.

We are of the opinion that the District Judge was not in error in setting aside the verdict and entering judgment for the Trustees notwithstanding the verdict. We find no direct evidence that the Trustees participated in the alleged conspiracy, and the inferences which Phillips would have us draw are not justifiable or reasonable in the light of the strong and uncontradicted testimony of the Trustees themselves. We concur in the opinion of the District Judge

in his analysis of the evidence on this aspect of the case, to which we refer.

Since the District Judge ruled that the evidence was not sufficient to sustain the verdict that the Trustees engaged in a conspiracy to unreasonably restrain interstate commerce in violation of the Sherman Act, it was not necessary for him to rule upon Phillips' contention that such a violation of the Sherman Act, if it had occurred, was a bar to the right of the Trustees to recover in this action. However, should it be that that ruling and our concurrence in it is not the correct one, we are nevertheless of the opinion that, contrary to the contentions of Phillips, the verdict of the jury was not a bar to the right of the Trustees to collect the royalty payments which had accrued under the contract on the coal already mined. *Kelly* v. *Kosuga*, 358 U.S. 516; *Connolly* v. *Union Sewer Pipe Co.*, 184 U.S. 540, 549; *D. R. Wilder Mfg. Co.* v. *Corn Products Refining Co.*, 236 U.S. 165.

Phillips also attacks the validity of the contract under which the Trustees are seeking a recovery on two other grounds. (1) It is contended that UMW had not performed the statutory requirements necessary to be performed before a valid union security clause could be inserted in the contract between it and Phillips, and since the contract contained such a union security clause, it rendered the contract invalid. (2) It is contended that since the evidence shows that the contract was forced upon Phillips through threats and violence and Phillips' employees were in like [fol. 1767] manner forced to join the Union in order to make it possible for Phillips to operate its mines, this constituted an unfair labor practice on the part of the Union under the Labor-Management Relations Act, Sections 157 and 158 (b), Title 29, United States Code, which, in turn, rendered the contract void in its entirety.

We doubt that these issues are before us on this appeal. They were not submitted to the jury and no facts were found by the jury with respect thereto. On the contrary, the District Judge instructed the jury:

> "The sole question for you to decide in the suit of the Trustees is whether the plaintiff Trustees engaged

> in a combination or conspiracy so as to unreasonably restrain trade or to monopolize commerce among the several states as alleged by Phillips Brothers."

Twice thereafter in his charge, the District Judge repeated the substance of this instruction to the jury. Following the instructions and a consideration of the UMW's objections to the charge, counsel for Phillips stated to the Court:

> "If your Honor please, the defendants and cross-plaintiffs have no exceptions to the charge and no requests for additional charges."

Lively v. *Elkhorn Coal Co.*, 206 F. (2) 396, 399, C.A. 6th. Nevertheless, we will briefly answer these two contentions.

The first contention is rejected on the authority of *N.L.R.B.* v. *Rockaway News Supply Co.*, 345 U.S. 71, and *Lewis* v. *Benedict Coal Corporation*, 361 U.S. 459, 468-470.

In support of the second contention, Phillips relies upon *International Ladies' Garment Workers' Union* v. *N.L.R.B.*, 366 U.S. 731. In that case the employer entered into a collective bargaining agreement with a union which represented only a minority of the employees. The Labor Board found that both the employer and the union were guilty of an unfair labor practice, ordered the employer to cease and desist from giving effect to the collective bargaining agreement, and directed the holding of a representation election. The Court of Appeals granted enforcement of the order. The Supreme Court affirmed. In doing so, it said:

> "On the facts shown, the agreement must fail in its entirety. It was obtained under the erroneous claim of majority representation."

[fol. 1768] We think that statement must be construed in the light of the circumstances under which it was made. The Court did not have before it the question of the validity of the contract in a common law action to enforce it. The issue which it was passing upon was whether the execution of the contract constituted an unfair labor practice, and, if so, what was the proper remedy. The remedy was to direct the parties to cease and desist from operating under

it. Because of the unfair labor practices the agreement *failed* to be binding on the parties. The same might be true of the bargaining agreement in this case if this was a proceeding before the Labor Board involving an alleged unfair labor practice. But it is not that kind of a proceeding, over which the Labor Board has exclusive jurisdiction. *Portland Web Pressmen's Union* v. *Oregonian Publishing Co.*, 286 F. (2) 4, C.A. 9th, cert. denied, 366 U.S. 912. Neither the District Court nor this Court has jurisdiction to find either of the parties to the bargaining agreement guilty of an unfair labor practice, and no such finding has been made. In the absence of such a proceeding and finding, we are of the opinion that the ruling in *International Ladies' Garment Workers' Union* v. *N.L.R.B.*, supra, 366 U.S. 731, is not applicable.

In any event, with respect to the coal already mined and the rights accrued thereby, we are of the opinion that the Trustees' right to recover is not barred. *Lewis* v. *Benedict Coal Corporation*, supra, 361 U.S. 459; *Kelly* v. *Kosuga*, supra, 358 U.S. 516.

The judgment in case No. 14810 is affirmed.

[fol. 1769]

IN THE UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

JUDGMENT—Filed December 18, 1963

Appeal from the United States District Court for the Eastern District of Tennessee.

This cause came on to be heard on the transcript of the record from the United States District Court for the Eastern District of Tennessee, and was argued by counsel.

On consideration whereof, It is now here ordered and adjudged by this Court that the judgment of the said District Court in this cause be and the same is hereby affirmed.

Approved for entry:

Shackelford Miller, Jr., United States Circuit Judge.

[fol. 1770] Clerk's Certificate to foregoing transcript (omitted in printing).

[fol. 1771]

SUPREME COURT OF THE UNITED STATES

No. 927—October Term, 1963

UNITED [illegible]E WORKERS OF AMERICA, Petitioner,

vs.

JAMES M. PENNINGTON, et al.

ORDER ALLOWING CERTIORARI—May 18, 1964

The petition herein for a writ of certiorari to the United States Court of Appeals for the Sixth Circuit is granted, and the case is placed on the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.